AO 120 (Rev. 08/10)

TO:	Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK

In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court Northern District of Texas on the following

☐ Trademarks or ☑ Patents. (☐ the patent action involves 35 U.S.C. § 292.):

DOCKET NO.	DATE FILED	U.S. DISTRICT COURT
3:16-cv-01099-N	4/22/2016	Northern District of Texas

PLAINTIFF	DEFENDANT
Galderma Laboratories LP et al	Tolmar Inc

PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1		See Attached
2		
3		
4		
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY ☐ Amendment ☐ Answer ☐ Cross Bill ☐ Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1		
2		
3		
4		
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In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT
10/14/2017 - Stipulated Consent Judgment and Injunction

CLERK	(BY) DEPUTY CLERK	DATE
Karen Mitchell	s/ N. Taylor	2/1/2017

Copy 1—Upon initiation of action, mail this copy to Director **Copy 3—Upon termination of action, mail this copy to Director**
Copy 2—Upon filing document adding patent(s), mail this copy to Director **Copy 4—Case file copy**

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

GALDERMA LABORATORIES, L.P., GALDERMA S.A., and GALDERMA RESEARCH & DEVELOPMENT, S.N.C. Plaintiffs, v. TOLMAR INC. Defendant.	**CIVIL ACTION NO**. 3:16-cv-01099-N **Judge David Godbey**

STIPULATED CONSENT JUDGMENT AND INJUNCTION

Whereas the parties in the above-captioned action have agreed to terms and conditions representing a negotiated settlement of this action and have set forth those terms and conditions in a Confidential Settlement and License Agreement (the "Settlement Agreement"),

IT IS HEREBY STIPULATED AND AGREED, by and between the parties, through their undersigned counsel of record, that:

1. In the event that the claims of U.S. Patent Nos. 8,809,305 (the "'305 Patent"), 8,445,543 (the "'543 Patent"), 8,071,644 (the "'644 Patent"), 8,080,537 (the "'537 Patent"), 8,129,362 (the "'362 Patent"), 8,241,649 (the "'649 Patent"), 8,105,618 (the "'618 Patent"), 7,964,202 (the "'202 Patent"), 7,820,186 (the "'186 Patent"), and

8,936,800 (the "'800 patent," collectively, the "Epiduo Patents") asserted against Defendant are not held invalid or unenforceable in a final decision from which no appeal has been taken and in the absence of a license or other authorization from Plaintiffs, the Epiduo Patents would be infringed by any unlicensed manufacture, sale, offer for sale, use, or importation in the United States of the generic product that is the subject of Defendant's Abbreviated New Drug Application Number 206164 (the "ANDA 206164 Product", as defined in the Settlement Agreement).

2. Defendant and anyone acting on the behalf of the Defendant, until as expressly licensed or otherwise authorized by Plaintiffs in the Settlement Agreement, are enjoined until expiration of the last to expire Epiduo Patent(s) from (i) making, using, offering to sell, selling, or importing into the United States of America the ANDA 206164 Product; (ii) participating in the profits from making, using, offering to sell, selling, or importing the ANDA 206164 Product in the United States; and/or (iii) indemnifying others with respect to any making, using, offering to sell, selling, or importing the ANDA 206164 Product in the United States.

3. Notwithstanding any provision of the foregoing, Defendant shall be entitled to contest the infringement, validity and/or enforceability of the Epiduo Patent(s) in any future litigation over the Epiduo Patent(s) pertaining to any product that is not the ANDA 206164 Product and is not the subject of the ANDA 206164 (as defined in the Settlement Agreement).

4. Each party will bear its own attorneys' fees and costs.

5. This Court will retain jurisdiction to enforce this Stipulated Consent Judgment and Injunction and the parties' Settlement Agreement resolving this matter.

6. Plaintiffs acknowledge that Defendant is entitled to maintain their Paragraph IV certification to the Epiduo Patents pursuant to 21 C.F.R. § 314.94(a)(12)(v). Plaintiffs acknowledge that Defendant is entitled to pursue with the U.S. Food and Drug Administration the Final Approval of the ANDA 206164 Product such that Defendant may effectuate their rights to make, use, offer for sale, sell, or import into the United States of America the ANDA 206164 Product as permitted under the Settlement Agreement and nothing herein shall preclude such Final Approval. Each Party acknowledges and agrees that the 30-month stay with respect to the approval of the Tolmar ANDA under 21 U.S.C. § 355(j)(5)(B)(iii) is hereby terminated.

7. The Clerk of Court is directed to enter this Stipulated Consent Judgment and Injunction.

Signed October 14, 2016.

David C. Godbey
United Sates District Judge

Dated: October 11, 2016
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