Acne Patent Landscape
Statistical review of new patent applications published in 2012-2013
July 2013
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Acne - Patent Landscape – July 2013
Objectives
This IP report is focused on acne treatments. It provides a statistical analysis of new patent applications published from May 2012 to June 2013.

This IP report includes:
- A patent landscape overview with technological segmentation
- An Excel database of all the analysed patents

Methodology
- The data was extracted from the FamPat database (Questel-ORBIT) which provides 60+ million patent documents from 95 offices.
- Search strategy: (acne OR antiacne)/Title OR Abstract OR Claims.
- 817 relevant patent families have been selected. The selection of patents has been done both automatically and manually.
- The statistical analysis was performed with INTELLIXIR System.
- The patents were categorized using keyword analysis of patent title, abstract and claims, in conjunction with expert review of the subject-matter of inventions:
  - Natural product and traditional medicine
  - Formulation
  - New Chemical Entity
  - Device
  - Use
  - Biologic
  - Process
  - Diagnostic
  - Combination

Searches for patents were conducted early June 2013 hence patents published/granted after this date will not be available in this deliverable. The patents were grouped according FamPat’s family rules (variation of EPO strict family): A Patent Family comprises patents linked by exactly same priority numbers (strict family), plus comparison of priority and application numbers, specific rules by country and information gathered from other sources (national files, legal status ...).

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Executive Summary

Acne is a common human skin disease, characterized by areas of skin with seborrhea, comedones, papules, pustules, nodules and possibly scarring. Acne affects 85 percent of adolescents, more than 10 percent of adults, and impacts people of all racial and ethnic groups. This translates to over 50 million people in the US, and over 150 million in the seven major markets. It is among the top five most economically burdensome skin diseases in the US, with total costs exceeding $3 billion per year. In spite of the large number of products in the market, acne remains the most prevalent skin disease in the world, demonstrating a high level of unmet clinical need.

The field of acne treatments has shown an intensive patenting activity since early 2000s. Today, there are more than 11,000 patent families filed all over the world. The most active companies are L’OREAL, GALDERMA, PROCTER GAMBLE and MERCK. More than 800 new patent families were published between early May 2012 and June 2013. They were filed by over 400 patent applicants mainly located in China, Korea, USA and France. More than 1500 patent inventors are involved in acne, and about 1300 of them have filed only 1 new patent. The main patent applicants are L’ORÉAL, GALDERMA, ALLERGAN, SEA SUZHO ELECTRONICS and ABBOTT which represent together almost 8% of the patents published from May 2012 to June 2013. Over 95% of assignees have less than 3 published patents. The academic organisms account for almost 12% of new patent filings and they are mainly located in US, China and Korea. The data set was segmented by type (Natural products and traditional medicine, Formulation, New Chemical Entity (NCE), Device, Use, Biologic, Process, Diagnostic, Combination). Over 40% of new patent families published from May 2012 to June 2013 are related to natural products and traditional medicine. The main plant claimed in natural products is Chinese Angelica. Natural products were mainly filed by SEA SUZHO ELECTRONICS, HANBUL COSMETICS and SEDERMA, and the patent filings remain dominated by Chinese companies. The patents claiming an invention related to Formulation and NCE represent 24% and 11% of new filings respectively. The patents dedicated to Formulation were mainly filed by ALLERGAN, GALDERMA and PROCTER & GAMBLE. The patents dedicated to NCE were mainly filed by GALDERMA, L’OREAL and the UNIVERSITY OF BRITISH COLUMBIA. Devices represent 9% of new filings and about 40% of them claimed laser or light treatments. The leading applicants are MEDICON, EMPIRE TECHNOLOGY DEVELOPMENT and ZHUOYUEJIN TECHNOLOGY. The majority of top applicants are mainly located in China and Korea.
Order Form

SHIP TO
Name (Mr/Ms/Dr/Pr):
____________________________________

Job Title:
____________________________________

Company:
____________________________________

Address:
____________________________________

City:
____________________________________

State:
____________________________________

Postcode/Zip:
____________________________________

Country:
____________________________________

VAT ID Number for EU members:
____________________________________

Tel:
____________________________________

Email:
____________________________________

Date:
____________________________________

PAYMENT METHODS
Check
To pay your invoice using a check, please mail your check to the following address:
KnowMade S.A.R.L.
2405 route des Dolines, BP 65
06902 Valbonne Sophia Antipolis
FRANCE

Money Transfer
To pay your invoice using a bank money wire transfer please contact your bank to complete this process.
Here is the information that you will need to submit the payment:
Payee: KnowMade S.A.R.L.
Bank: Banque populaire St Laurent du Var CAP 3000 - Quartier du lac- 06700 St Laurent du Var
IBAN: FR76 1560 7000 6360 6214 5695 126
BIC/SWIFT: CCBPFRPPNCE

Paypal
In order to pay your invoice via PAYPAL, you must first register at www.paypal.com. Then you can send money to the KnowMade S.A.R.L. by entering our E-mail address contact@knowmade.fr as the recipient and entering the invoice amount.

RETURN ORDER BY
E-mail: contact@knowmade.fr
Mail: KnowMade S.A.R.L. 2405 route des Dolines, BP 65 06902 Sophia Antipolis FRANCE

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☐ Corporate licence EURO 1990
For price in dollars, please use the day’s exchange rate. For French customer, add 19,6 % for VAT.
All reports are delivered electronically in pdf format

Signature:
I hereby accept Knowmade’s Terms and Conditions of Sale
Terms and Conditions of Sales

Definitions

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“Buyer”: Any business user (i.e. any person acting in the course of its business activities, for its business needs) entering into the following general conditions to the exclusion of consumers acting in their personal interests.

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“Intellectual Property Rights” (“IPR”) means any rights held by the Seller in its Products, including any patents, trademarks, registered models, designs, copyrights, inventions, commercial secrets and know-how, technical information, company or trading names and any other intellectual property rights or similar in any part of the world, notwithstanding the fact that they have been registered or not and including any pending registration of one of the above mentioned rights.

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“Products”: Reports are established in PowerPoint and delivered on a PDF format and the database may include Excel files.

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1.1 The Contracting Parties undertake to observe the following general conditions when agreed by the Buyer and the Seller. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS IN ANY OTHER DOCUMENTS ISSUED BY THE BUYER AT ANY TIME ARE HEREBY OBJECTED TO BY THE SELLER, SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON THE SELLER.

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1.3 Orders are deemed to be accepted only upon written acceptance and confirmation by the Seller, within [7 days] from the date of order, to be sent either by email or to the Buyer’s address. In the absence of any confirmation in writing, orders shall be deemed to have been accepted.

2. Mailing of the Products

2.1 Products are sent by email to the Buyer:
- within [1] month from the order for Products already released; or
- within a reasonable time for Products ordered prior to their effective release. In this case, the Seller shall use its best endeavours to inform the Buyer of an indicative release date and the evolution of the work in progress.

2.2 Some weeks prior to the release date the Seller can propose a pre-release discount to the Buyer.

The Seller shall by no means be responsible for any delay in respect of article 2.2 above, and including incases where a new event or access to new contradictory information would require for the analyst extra time to compute or compare the data in order to enable the Seller to deliver a high quality Products.

2.3 The mailing of the Product will occur only upon payment by the Buyer, in accordance with the conditions contained in article 3.

2.4 The mailing is operated through electronic means either by email via the sales department. If the Product’s electronic delivery format is defective, the Seller undertakes to replace it at no charge to the Buyer provided that it is informed of the defective formatting within 90 days from the date of the original download or receipt of the Product.

2.5 The person receiving the Products on behalf of the Buyer shall immediately verify the quality of the Products and their conformity to the order. Any claim for apparent defects or non-conformity shall be sent in writing to the Seller within 8 days of receipt of the Products. For this purpose, the Buyer agrees to produce sufficient evidence of such defects.

2.6 No return of Products shall be accepted without prior information to the Seller, even in case of delayed delivery. Any Product returned to the Seller without providing prior information to the Seller as required under article 2.5 shall remain at the Buyer’s risk.
Terms and Conditions of Sales

3. Price, invoicing and payment
3.1 Prices are given in the orders corresponding to each Product sold on a unit basis or corresponding to annual subscriptions. They are expressed to be inclusive of all taxes. The prices may be reevaluated from time to time. The effective price is deemed to be the one applicable at the time of the order.
3.2 Payments due by the Buyer shall be sent by cheque payable to Knowmade, PayPal or by electronic transfer to the following account:
Banque populaire St Laurent du Var CAP 3000 - Quartier du lac- 06700 St Laurent du Var
BIC or SWIFT code: CCBFRFPNCE
IBAN: FR76 1560 7000 6360 6214 5695 126

To ensure the payments, the Seller reserves the right to request down payments from the Buyer. In this case, the need of down payments will be mentioned on the order.

3.3 Payment is due by the Buyer to the Seller within 30 days from invoice date, except in the case of a particular written agreement. If the Buyer fails to pay within this time and fails to contact the Seller, the latter shall be entitled to invoice interest in arrears based on the annual rate Refi of the «BCE» + 7 points, in accordance with article L. 441-6 of the French Commercial Code. Our publications (report, database, tool,...) are delivered only after reception of the payment.

3.4 In the event of termination of the contract, or of misconduct, during the contract, the Seller will have the right to invoice at the stage in progress, and to take legal action for damages.

4. Liabilities
4.1 The Buyer or any other individual or legal person acting on its behalf, being a business user buying the Products for its business activities, shall be solely responsible for choosing the Products and for the use and interpretations he makes of the documents it purchases, of the results he obtains, and of the advice and acts it deduces thereof.
4.2 The Seller shall only be liable for (i) direct and (ii) foreseeable pecuniary loss, caused by the Products or arising from a material breach of this agreement.
4.3 In no event shall the Seller be liable for:
   a) damages of any kind, including without limitation, incidental or consequential damages (including, but not limited to, damages for loss of profits, business interruption and loss of programs or information) arising out of the use of or inability to use the Seller’s website or the Products, or any information provided on the website, or in the Products;
   b) any claim attributable to errors, omissions or other inaccuracies in the Product or interpretations thereof.
4.4 All the information contained in the Products has been obtained from sources believed to be reliable. The Seller does not warrant the accuracy, completeness adequacy or reliability of such information, which cannot be guaranteed to be free from errors.
4.5 All the Products that the Seller sells may, upon prior notice to the Buyer from time to time be modified by or substituted with similar Products meeting the needs of the Buyer. This modification shall not lead to the liability of the Seller, provided that the Seller ensures the substituted Product is similar to the Product initially ordered.
4.6 In the case where, after inspection, it is acknowledged that the Products contain defects, the Seller undertakes to replace the defective products as far as the supplies allow and without indemnities or compensation of any kind for labor costs, delays, lost caused or any other reason. The replacement is guaranteed for a maximum of two months starting from the delivery date. Any replacement is excluded for any event as set out in article 5 below.
4.7 The deadlines that the Seller is asked to state for the mailing of the Products are given for information only and are not guaranteed. If such deadlines are not met, it shall not lead to any damages or cancellation of the orders, except for non-acceptable delays exceeding [4] months from the stated deadline, without information from the Seller. In such case only, the Buyer shall be entitled to ask for a reimbursement of its first down payment to the exclusion of any further damages.
4.8 The Seller does not make any warranties, express or implied, including, without limitation, those of saleability and fitness for a particular purpose, with respect to the Products. Although the Seller shall take reasonable steps to screen Products for infection of viruses, worms, Trojan horses or other codes containing contaminating or destructive properties before making the Products available, the Seller cannot guarantee that any Product will be free from infection.

5. Force majeure
The Seller shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of nature, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late deliveries by suppliers or other difficulties which are beyond the control, and not the fault of the Seller.
6. Protection of the Seller’s IPR
6.1 All the IPR attached to the Products are and remain the property of the Seller and are protected under French and international copyright law and conventions.
6.2 The Buyer agreed not to disclose, copy, reproduce, redistribute, resell or publish the Product, or any part of it to any other party other than employees of its company. The Buyer shall have the right to use the Products solely for its own internal information purposes. In particular, the Buyer shall therefore not use the Product for purposes such as:
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- Recordings and re-transmittals over any network (including any local area network);
- use in any timesharing, service bureau, bulletin board or similar arrangement or public display;
- Posting any Product to any other online service (including bulletin boards or the Internet);
- Licensing, leasing, selling, offering for sale or assigning the Product.
6.3 The Buyer shall be solely responsible towards the Seller of all infringements of this obligation, whether this infringement comes from its employees or any person to whom the Buyer has sent the Products and shall personally take care of any related proceedings, and the Buyer shall bear related financial consequences in their entirety.
6.4 The Buyer shall define within its company point of contact for the needs of the contract. This person will be the recipient of each new report in PDF format. This person shall also be responsible for respect of the copyrights and will guaranty that the Products are not disseminated out of the company.

7. Termination
7.1 If the Buyer cancels the order in whole or in part or postpones the date of mailing, the Buyer shall indemnify the Seller for the entire costs that have been incurred as at the date of notification by the Buyer of such delay or cancellation. This may also apply for any other direct or indirect consequential loss that may be borne by the Seller, following this decision.
7.2 In the event of breach by one Party under these conditions or the order, the non-breaching Party may send a notification to the other by recorded delivery letter upon which, after a period of thirty (30) days without solving the problem, the non-breaching Party shall be entitled to terminate all the pending orders, without being liable for any compensation.

8. Miscellaneous
All the provisions of these Terms and Conditions are for the benefit of the Seller itself, but also for its licensors, employees and agents. Each of them is entitled to assert and enforce those provisions against the Buyer.
Any notices under these Terms and Conditions shall be given in writing. They shall be effective upon receipt by the other Party.
The Seller may, from time to time, update these Terms and Conditions and the Buyer, is deemed to have accepted the latest version of these terms and conditions, provided they have been communicated to him in due time.

9. Governing law and jurisdiction
9.1 Any dispute arising out or linked to these Terms and Conditions or to any contract (orders) entered into in application of these Terms and Conditions shall be settled by the French Commercial Courts of Grasse, which shall have exclusive jurisdiction upon such issues.
9.2 French law shall govern the relation between the Buyer and the Seller, in accordance with these Terms and Conditions.