


<b>RECORDATION FORM COVER SHEET</b> <b>PATENTS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tap settings ⇌ ⇌ ⇌		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
<b>1. Name of conveying party(ies):</b> Elan Pharmaceuticals, Inc.  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>2. Name and address of receiving party(ies)</b> Name: <u>Solstice Neurosciences, Inc.</u> Internal Address: <u>Attn: John Bruene</u>  Street Address: <u>3830 Valley Centre Drive</u> <u>Suite 705-553</u>  City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92130</u>  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>3. Nature of conveyance:</b> <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	<b>4. Application number(s) or patent number(s):</b> If this document is being filed together with a new application, the execution date of the application is: _____ A. Patent Application No.(s) <u>09/393,590 and</u> <u>10/378,042</u> B. Patent No.(s) _____  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Amie J. Singer</u> Internal Address: <u>Foley &amp; Lardner LLP</u> <u>23rd Floor</u>  Street Address: <u>402 W. Broadway</u>  City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u>	<b>6. Total number of applications and patents involved:</b> <input checked="" type="checkbox"/> 1 <b>7. Total fee (37 CFR 3.41):</b> ..... \$ <u>80.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  <b>8. Deposit account number:</b> <u>50-0872</u>	
<b>DO NOT USE THIS SPACE</b>		
<b>9. Signature.</b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Amie J. Singer</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>July 29, 2004</u>            Date         </div> </div>		
Total number of pages including cover sheet, attachments, and documents: <input checked="" type="checkbox"/> 2		
<small>Mail documents to be recorded with required cover sheet information to:          Commissioner of Patents &amp; Trademarks, Box Assignments          Washington, D.C. 20231</small>		

CH \$80.00 500872 09393590

### PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "*Assignment*") dated as of July 6, 2004 (the "*Closing Date*"), is made by and between Elan Pharmaceuticals, Inc., a Delaware corporation (the "*Assignor*") having a principal place of business at 800 Gateway Boulevard, South San Francisco, California, 94080 USA and Solstice Neurosciences, Inc., a Delaware corporation (the "*Assignee*") having a principal place of business at 3830 Valley Center Drive, San Diego, California 92130. Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (the "*Purchase Agreement*") dated as of May 12, 2004 by and among the Assignee, Elan and certain Elan affiliates.

The Assignor is the owner of the invention described in a United States Provisional Patent Application entitled *Stable Liquid Formulations of Botulinum Toxin*, which was filed on September 11, 1998, having Serial Number 60/099,870 and the invention described in United States Patent Application entitled *Stable Liquid Formulations of Botulinum Toxin*, which was filed on September 9, 1999, having Serial Number 09/393,590, together with any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing that have been or may be filed in the United States and any other country in the world, and with and any non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, substitutions, confirmations, renewals, utility applications, and the patents or extensions (including, but not limited to, patent term extensions and supplementary protection certificates) arising from the foregoing (the "*Parent Rights*").

In partial consideration for the purchase price, set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns and transfers to the Assignee and the Assignee's successors and assigns, and the Assignee accepts, subject to the conditions of the Purchase Agreement and the Related Agreements, such assignment and transfer, the entire, exclusive and undivided right, title and interest in and to the Patent Rights, said Patent Rights to be held and enjoyed by the above-named Assignee, for Assignee's own use and benefit, and for Assignee's successors and assigns to the full end of the term or terms for which said patent(s) may be granted, subject only to the conditions of the Purchase Agreement and Related Agreements. Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein. The Assignee shall have the right to file patent applications in any country based on the Patent Rights. And for the same consideration as stated above, the Assignor hereby agrees to execute all papers and documents necessary for the assignment and transfer of the Patent Rights, but at the cost and expense of the Assignee, its successors and assigns.

Interested parties who acquire title, rights or grants to the Patent Rights are hereby notified that certain restrictions and obligations set forth in the Purchase Agreement and Related Agreements have been made appurtenant to and run with the Patent Rights and such interested parties are on notice of such restrictions and obligations.

ELAN PHARMACEUTICALS, INC.

By: Jack Laflin  
Name: Jack Laflin  
Title: Executive Vice President,  
Global Human Resources

STATE OF \_\_\_\_\_ :  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ :

Before me, a notary public in and for the State and County aforesaid, on this \_\_\_\_ day of \_\_\_\_\_, 2004, personally appeared \_\_\_\_\_, who acknowledged to me that he/she is the \_\_\_\_\_, who executed the within Assignment on behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public  
My Commission Expires:

*See Attached*

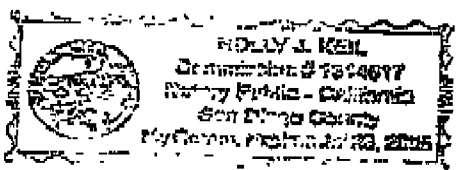
### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of San Diego } ss.

On 10-7-04 before me, Holly J. Keil  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Jack LaRin  
Name(s) of Signor(s)

personally known to me  
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal  
Holly J. Keil  
Signature of Notary Public

Place Notary Seal Above

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document  
Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer  
Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Attorney In Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



### PATENT ASSIGNMENT

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The Assignor is the owner of the invention described in a United States Provisional Patent Application entitled **Methods for Treating Nerve Entrapment Syndromes**, which was filed on March 1, 2002, having Serial Number 60/360,628 and the invention described in United States Patent Application entitled **Methods of Treating Nerve Entrapment Syndromes**, which was filed on February 27, 2003, having Serial Number 10/378,042, together with any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing that have been or may be filed in the United States and any other country in the world, and with any non-provisional applications, continuations, continuations-in-part, divisionals, reissues, reexaminations, substitutions, confirmations, renewals, utility applications, and the patents or extensions (including, but not limited to, patent term extensions and supplementary protection certificates) arising from the foregoing (the "*Patent Rights*").

In partial consideration for the purchase price, set forth in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns and transfers to the Assignee and the Assignee's successors and assigns, and the Assignee accepts, subject to the conditions of the Purchase Agreement and the Related Agreements, such assignment and transfer, the entire, exclusive and undivided right, title and interest in and to the Patent Rights, said Patent Rights to be held and enjoyed by the above-named Assignee, for Assignee's own use and benefit, and for Assignee's successors and assigns to the full end of the term or terms for which said patent(s) may be granted, subject only to the conditions of the Purchase Agreement and Related Agreements. Assignor further agrees to and hereby does sell, assign, transfer and convey unto Assignee all rights to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patent Rights, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patent Rights in the name of Assignee, as the assignee to the entire interest therein. The Assignee shall have the right to file patent applications in any country based on the Patent Rights. And for the same consideration as recited above, the Assignor hereby agrees to execute all papers and documents necessary for the assignment and transfer of the Patent Rights, but at the cost and expense of the Assignee, its successors and assigns.

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ELAN PHARMACEUTICALS, INC.

By: Jack LaFlin  
Name: Jack LaFlin  
Title: Executive Vice President,  
Global Human Resources

STATE OF \_\_\_\_\_ :

COUNTY OF \_\_\_\_\_ :

Before me, a notary public in and for the State and County aforesaid, on this \_\_\_\_ day of \_\_\_\_\_, 2004, personally appeared \_\_\_\_\_, who acknowledged to me that he/she is the \_\_\_\_\_, who executed the within Assignment on behalf of said corporation and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public  
My Commission Expires:

*See Attached*

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

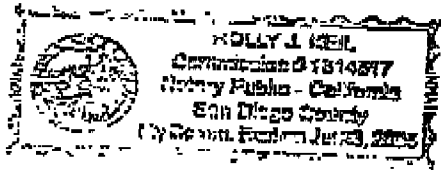
State of California }  
County of San Diego } ss.

On 6-7-04 before me, Holly J Keil  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Jack Lardner  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal  
Holly J Keil  
Signature of Notary Public

Print Name Sign Above

#### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**  
Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**  
Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

