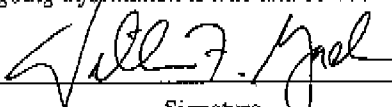
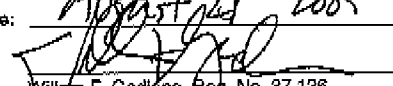


FORM PTO-1595		RECORDATION FORM COVER SHEET		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
Docket No.: 4379-0011		<b>PATENTS ONLY</b>			
Mail Stop Assignment Recordation Services Commissioner of Patents P.O. Box 1450 Alexandria, VA 22313-1450					
To the Honorable Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereto:					
1. Name of Conveying Party(ies): <b>HOLLISTER-STIER LABORATORIES LLC</b>		2. Name and address of receiving party(ies): Name(s): <b>VERUS PHARMACEUTICALS, INC.</b> Address: 12671 High Bluff Drive Suite 200 San Diego, CA 92130 USA			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of Conveyance:  <input checked="" type="checkbox"/> <b>TRANSFER OF ASSIGNOR'S LICENSE TO ASSIGNEE</b>					
Execution Date: September 27, 2004					
4. Application number(s) or patent number(s): If the document is being filed together with a new application, the execution date of the application is:					
A. Patent Application No(s). 11/006,382 11/175,543 11/199,596			B. Patent No(s).		
Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Willem F. Gadiano Internal Address: Nixon & Vanderhye P.C. Street Address: 901 North Glebe Road; 11 <sup>th</sup> Floor  City: Arlington State: VA Zip: 22203			6. Total number of applications and patents involved: 3  7. Total fee (37 CFR 3.41) \$120.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account number: 14-1140  8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed by this firm) to our Account No. 14-1140.		
DO NOT USE THIS SPACE					
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>					
Willem F. Gadiano, Registration No. 37,136					August 25, 2005
Name and Registration No. of Person Signing			Signature		Date
			Total number of pages including cover sheet:		22

**CERTIFICATE OF FACSIMILE TRANSMISSION**

I hereby certify that this document (including any paper referred to as being attached or enclosed) is being sent to the U.S. Patent and Trademark Office via facsimile transmission to (571) 273-0140 on the date indicated below, with a coversheet addressed to Commissioner for Patents, U.S. Patent and Trademark Office.

Date: August 25, 2005

By:   
Willem F. Gadiano, Reg. No. 37,136

958713

700205956

**PATENT**  
REEL: 016668 FRAME: 0364

CH \$120.00 141140 11006382

**LICENSE AND ASSET PURCHASE AGREEMENT**

(REDACTED)

**BETWEEN**

**HOLLISTER-STIER LABORATORIES LLC**

**AND**

**VERUS PHARMACEUTICALS, INC.**

**DATED AS OF SEPTEMBER 27, 2004**

## CONTENTS

1.	Definitions.....	1
2.	License of Assets .....	8
2.1	License .....	8
2.2	No Other Assets Subject to License.....	8
2.3	Agency and Services Agreements .....	8
3.	Agreed Tax Treatment; Allocation of Payments .....	9
4.	Purchase Option and Sale .....	9
4.1	Purchase Option and Sale .....	9
4.2	Consideration .....	10
4.3	Assumed Liabilities .....	11
4.4	Form of Payments .....	11
5.	Execution of Supply and Royalty Agreements .....	11
6.	Closing .....	12
6.1	Closing .....	12
6.2	Deliveries at Closing.....	12
6.3	Retention of Certain Rights .....	12
7.	Representations and Warranties of H-S .....	14
7.1	Organization and Authority .....	14
7.2	Authorization; Enforceability; No Conflict .....	14
7.3	Consents .....	15
7.4	Title to and Sufficiency of Assets; No Third-Party Rights.....	15
7.5	Contracts .....	15
7.6	Intellectual Property.....	16
7.7	Design of Products .....	18
7.8	Compliance With Laws.....	18
7.9	Legal Proceedings .....	18
7.10	Brokers or Finders.....	19
7.11	Regulatory.....	19
7.12	Taxes .....	19
7.13	Disclosure .....	19
7.14	No Shared IP .....	20
8.	Representations and Warranties of Verus.....	20
8.1	Organization and Authority .....	20
8.2	Authorization; Enforceability; No Conflict .....	20
8.3	Consents .....	21
8.4	Legal Proceedings .....	21
8.5	Brokers or Finders.....	21
8.6	Validly Issued Securities.....	21

8.7	Disclosure .....	22
9.	Certain Covenants .....	22
9.1	Access .....	22
9.2	Conduct of Business .....	22
9.3	Covenant Not to Solicit Other Offers .....	23
9.4	Covenant Not to Compete.....	23
10.	Conditions Precedent to Verus's Obligations at Closing.....	24
10.1	No Proceeding.....	24
10.2	Covenants.....	24
10.3	Consents and Approvals .....	24
10.4	Taxes .....	25
10.5	Amendment to Abbott Agreement.....	25
11.	Conditions Precedent to H-S's Obligations at Closing.....	25
11.1	No Proceeding.....	25
11.2	Covenants.....	25
11.3	Consents and Approvals .....	25
12.	Additional Covenants.....	26
12.1	Further Assurances.....	26
12.2	Cooperation in Litigation.....	26
12.3	Cooperation in Tax Matters .....	26
12.4	Joint Product Development Committee.....	27
12.5	Assistance in Development and Commercialization Outside the U.S.....	27
12.6	Grant of Non-Exclusive Licenses .....	27
13.	Taxes and Costs; Apportionments .....	27
13.1	Transfer Taxes .....	27
13.2	Transaction Costs.....	28
13.3	Apportionments.....	28
14.	Survival; Indemnity .....	28
14.1	Survival.....	28
14.2	Indemnification by H-S.....	28
14.3	Indemnification by Verus .....	30
14.4	Rights and Remedies.....	31
14.5	No Right to Offset.....	32
15.	Termination.....	32
15.1	Termination.....	32
15.2	Effect of Termination.....	32
16.	Miscellaneous .....	33
16.1	Public Announcements .....	33
16.2	Severability .....	33
16.3	Modification and Waiver .....	33

16.4	Notices .....	34
16.5	Assignment .....	35
16.6	Captions; Interpretation .....	35
16.7	Entire Agreement .....	35
16.8	No Third-Party Rights.....	35
16.9	Counterparts .....	36
16.10	Governing Law .....	36

### EXHIBITS AND ANNEXES

Exhibit 1.10	Form of Bill of Sale
Exhibit 1.50	Form of Royalty Agreement
Exhibit 1.55	Supplemental Terms and Conditions
Exhibit 2.3(i)	Form of Agency Agreement
Exhibit 2.3(ii)	Form of Services Agreement
Exhibit 4.1(c)	Form of Assignment and Assumption Agreement
Exhibit 4.2.2	Form of Investor Representation Letter
Exhibit 4.4(i)	Form of Note
Exhibit 4.4(ii)	Form of Security Agreement
Exhibit 5	Form of Supply Agreement
Exhibit 6.2.1(g)	Form of Opinion of H-S's Counsel
Exhibit 6.2.2(f)	Form of Opinion of Verus's Counsel
Annex A	Contracts
Annex B	NDA and Canadian Application
Annex C	Twinject Intellectual Property
Annex D	Tangible Property
Annex E	Assumed Liabilities

## LICENSE AND ASSET PURCHASE AGREEMENT

This License and Asset Purchase Agreement is made as of the 27<sup>th</sup> day of September, 2004, by and between Hollister-Stier Laboratories LLC, a Delaware limited liability company ("*H-S*") and Verus Pharmaceuticals, Inc., a Delaware corporation ("*Verus*").

### RECITALS

A. H-S has rights to certain assets related to the formulation, storage and delivery of the drug epinephrine and is engaged, among other businesses, in the development of epinephrine products for assembly and sale.

B. H-S desires to license certain Assets (as defined below) of and/or relating to the Epinephrine Line (as defined below) to Verus, and Verus desires to license the Assets, for the consideration and on the terms and conditions set forth in this Agreement.

C. H-S also desires to grant Verus an option to purchase the Assets, on the terms and conditions set forth in this Agreement.

D. In connection with and as additional consideration for the transactions described in this Agreement, H-S and Verus desire to enter into a supply agreement pursuant to which H-S will manufacture and supply certain epinephrine products for Verus.

### AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions set forth in this Agreement, the parties agree as follows:

#### 1. Definitions

Certain terms are defined in the text of this Agreement. In addition, terms that appear in this Agreement with their initial letters capitalized shall have the meanings set forth below unless the context expressly requires otherwise:

**1.1 "Abbott Agreement":** shall mean the Development and Supply Agreement between H-S and Abbott Laboratories dated April 25, 2001.

**1.2 "Agency Agreement":** shall have the meaning set forth in Section 2.3.

**1.3 "Agreement":** shall mean this License and Asset Purchase Agreement, including the Schedule of Exceptions, Exhibits and Annexes attached hereto and made a part hereof, as the same may be amended, modified or supplemented from time to time in accordance with the provisions hereof.

**1.4 "Annex":** shall mean the Annexes hereby incorporated into and made a part of this Agreement for all purposes.

**1.5 "Assays":** shall mean all assays associated with the Epinephrine Line and the Products.

**1.6 "Assets":** shall mean all right, title, and interest of H-S in and to: (a) the Twinject Intellectual Property together with all income, royalties, damages and payments due or payable at Closing or thereafter other than pursuant to the Royalty Agreement (including, without limitation, damages and payments for past or future infringements or misappropriations thereof), remedies against infringements thereof and rights to protection of interests therein (including the right to sue and recover for past infringements and misappropriations thereof), and any and all corresponding rights that now or hereafter may arise or be secured under the Laws of all jurisdictions (including the goodwill associated with all of the foregoing); (b) the Products; (c) the Tangible Property; (d) the Contracts; (e) the Regulatory Documents; and (f) the Assays.

**1.7 "Assignment and Assumption Agreement":** shall have the meaning set forth in Section 4.1(c).

**1.8 "Assumed Liabilities":** shall have the meaning set forth in Section 4.3.

**1.9 "Bankruptcy Exception":** shall mean, with respect to any agreement, contract or commitment, any limitation thereon imposed by any bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar Law affecting creditors' rights and remedies generally and, with respect to the enforceability of any agreement, contract or commitment, by general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

**1.10 "Bill of Sale":** shall mean the document described in Section 4.1, and which will be in the form attached as *Exhibit 1.10*.

**1.11 "Claim":** shall mean any charge, allegation, notice, civil, criminal or administrative claim, demand, complaint, cause of action, suit, proceeding, arbitration, hearing or investigation.

**1.12 "Closing":** shall have the meaning set forth in Section 6.1.

**1.13 "Closing Date":** shall mean the date of Closing.

**1.14 "Code":** shall mean the Internal Revenue Code of 1986, as amended, and Treasury Regulations promulgated thereunder, as in effect from time to time.

**1.15 "Confidentiality Agreement":** shall mean that certain Confidentiality/Nondisclosure Agreement between H-S and Verus dated August 12, 2003.

**1.16 "Contracts":** shall mean the contracts, applications, agreements, licenses, obligations, promises, instruments and other undertakings and arrangements listed on *Annex A*.

respect to any Tax Return, and (c) liability in respect of any items described in clause (a) and/or (b) payable by reason of contract, assumption, transferee liability, operation of Law, Treasury Regulations Section 1.1502-6(a) (or any predecessor or successor thereof or any similar provision under any other Law) or otherwise.

**1.59 "Third Payment":** shall have the meaning set forth in Section 4.1(a)(i).

**1.60 "Transaction Documents":** shall mean any and all documents, certificates, and other agreements referred to in Sections 6.2.1 and 6.2.2 and such other documents, agreements and certificates as may be contemplated hereby or thereby, as modified or amended from time to time.

**1.61 "Transaction Partner":** shall have the meaning set forth in Section 16.5.

**1.62 "Treasury Regulations":** shall mean the treasury regulations promulgated under the Code.

**1.63 "Twinject Intellectual Property":** shall mean all Intellectual Property owned, used or licensed by H-S as of the Closing Date primarily relating to the Products, the Epinephrine Line or, except for any Intellectual Property primarily related to the activities H-S is permitted to conduct pursuant to Section 9.4 of this Agreement, any product for the treatment of anaphylaxis or the emergency treatment of allergic reactions. Twinject Intellectual Property specifically includes, but is not limited to, the registered patents, patent applications, trademarks, and trade dress described on *Annex C*.

**1.64 "Twinject™ Product":** shall mean the drug which is the subject of NDA 20-800 and any and all amendments and supplements thereto contemplated by this Agreement.

**1.65 "Twinject PD™ Product":** shall mean a version of the Twinject™ Product designed and indicated for pediatric use.

**1.66 "Verus Assertion":** shall have the meaning set forth in Section 14.2.2.

**1.67 "Verus's Advisors":** shall have the meaning set forth in Section 9.1.

**1.68 "Verus Shares" shall have the meaning set forth in Section 4.2.2.**

**1.69 "Washington Biotech":** shall mean Washington Biotech Corp.

**1.70 "Windward":** shall have the meaning set forth in Section 7.10.

**1.71 "Worker Safety Laws":** shall have the meaning set forth in Section 7.8.



## 2. License of Assets

### 2.1 License

Subject to the terms and conditions of this Agreement and the Supplemental Terms and Conditions, H-S hereby grants to Verus, effective on the date both Verus and H-S execute this Agreement, and Verus (i) pays the First Payment to H-S (which shall be paid within one business day after the parties' execution of this Agreement), and (ii) issues the Verus Shares in accordance with Section 4.2.2 (the "*License Date*"), an exclusive (except as set forth below with respect to H-S and except as set forth in the Agency and Services Agreements), worldwide, sublicensable license (or sublicense, as applicable) to and under all of H-S's right, title and interest in, to and under the Assets to develop, make, have made, use, sell, distribute, import, publicly perform, publicly display, reproduce, prepare derivative works of, or otherwise commercialize the Products (the "*License*"). From and after December 15, 2004, Verus shall assume and be responsible for (a) all Claims relating to the Products (other than Claims arising from H-S's failure to perform its obligations under the Agency, Services or Supply Agreements), (b) payment directly to Washington Biotech of all up-front license fees, monthly license payments, royalties and other amounts when due and payable under the Project Agreement (the "*Project Agreement Payments*") and performance of all of H-S's obligations with respect to royalty reporting and record keeping under Article 4, and reimbursement of patent prosecution costs under Section 5.1, of the Project Agreement, and (c) all payment and performance obligations under the Manual Injector Agreement and the Paladin Labs Agreement. The obligations set forth in clauses (b) and (c) of the preceding sentence are referred to as the "*Assumed Obligations*". After the License Date, H-S shall retain the right to use the Assets and conduct the business of the Epinephrine Line solely to the extent necessary for H-S to fulfill its obligations under the Supply Agreement, the Agency Agreement and the Services Agreement.

### 2.2 No Other Assets Subject to License

H-S and Verus expressly understand and agree that except for the Assets, the License shall not include rights to any other asset of H-S.

### 2.3 Agency and Services Agreements

On the License Date, H-S and Verus shall execute (i) an Agency Agreement in the form attached as *Exhibit 2.3(i)* (the "*Agency Agreement*") and (ii) a Services Agreement in the form attached as *Exhibit 2.3(ii)* (the "*Services Agreement*").

## 3. Agreed Tax Treatment; Allocation of Payments

It is the intent of H-S and Verus that for federal, state and local tax purposes that (a) the License will be treated as the license of intellectual property by H-S to Verus resulting in ordinary income to H-S and an ordinary and necessary deduction to Verus, and (b) the transfer of the Assets contemplated by Section 4.1 of this Agreement will be treated as a sale of the Assets to Verus as of Closing, and each party to this Agreement will be entitled to all tax benefits

(a) H-S is in compliance in all material respects with all applicable terms and requirements of each Contract under which H-S has or had any obligation or liability or by which H-S or any of the Assets is or was bound;

(b) each other Person that has or had any obligation or liability pursuant to any Contract under which H-S has or had any rights is in compliance in all material respects with all applicable terms and requirements of such Contract;

(c) no event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with, or result in a violation or breach of, or give H-S or any other Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate or modify any Contract;

(d) H-S has not received any notice or other communication (whether oral or written) regarding any actual, alleged, possible, or potential material violation or material breach of, or default under, any Contract; and

(e) no party to any Contract has repudiated any provision thereof.

**7.5.3** Except as may be set forth in Section 7.3 of the Schedule of Exceptions, each Contract is assignable by H-S to Verus without the consent of, or payment of a fee or other amount to, any third party.

## **7.6 Intellectual Property**

**7.6.1** Section 7.6.1 of the Schedule of Exceptions hereto sets forth a true, correct and complete list of all Twinject Intellectual Property, and any licenses and agreements relating to the Twinject Intellectual Property (other than trade secrets, know-how and goodwill attendant to the Twinject Intellectual Property and other intellectual property rights not reducible to schedule form).

**7.6.2** H-S owns all right, title and interest in, or has a valid and binding license to use, the Twinject Intellectual Property, and to make, have made, use, sell, import and export, distribute, publicly perform, publicly display, reproduce and prepare derivative works of the Twinject Intellectual Property, and the rights of H-S to the Twinject Intellectual Property are free and clear of all Encumbrances except as set forth in Section 7.6.2 of the Schedule of Exceptions. H-S has not assigned, licensed, sublicensed, granted any interest in or options to the Twinject Intellectual Property to any third Person. All registrations with and applications to governmental or regulatory bodies in respect of the Twinject Intellectual Property required to be made by H-S, or made at its direction and under its control, are in full force and effect and H-S has taken all commercially reasonable actions required to maintain their validity and effectiveness. There are no restrictions on the transfer of any of the Twinject Intellectual Property, except as set forth in Section 7.3 of the Schedule of Exceptions. H-S has taken commercially reasonable measures to protect the secrecy, confidentiality and value of the trade secrets included within the Twinject Intellectual Property. H-S is not nor (except as set forth in Section 7.6.2 of the Schedule of

Exceptions) has it received any notice that it is, in default (or with the giving of notice or lapse of time or both, would be in default) under any license with respect to the Twinject Intellectual Property. H-S has never, and to the Knowledge of H-S nor has any Person on H-S' behalf, agreed to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to any Twinject Intellectual Property.

**7.6.3** H-S has never received any Claim alleging that H-S's development or use of any of the Products interferes with, infringes, or misappropriates any Intellectual Property of any third Person (including any Claim that H-S must license or refrain from using any Intellectual Property rights of any third party in order to develop, make, use or sell the Products), and to the Knowledge of H-S, there are no facts which would form a reasonable basis for any such Claim of interference, infringement or misappropriation. To the Knowledge of H-S: (a) no third party has interfered with, infringed upon, or misappropriated the Twinject Intellectual Property; and (b) there are no facts which would form a reasonable basis for any claim of such interference, infringement, or misappropriation. No Claim is pending or, to the Knowledge of H-S, is threatened which challenges the legality, validity, enforceability, use, or ownership of any Twinject Intellectual Property, and to the Knowledge of H-S, there are no facts which would form a reasonable basis for any such Claim.

**7.6.4** Except as set forth in Section 7.3 of the Schedule of Exceptions, no approval or consent of any Person is needed so that the interest of Verus in the Twinject Intellectual Property shall continue to be in full force and effect following the transactions contemplated by this Agreement, and H-S is not subject to any Order which would be violated or breached by the consummation of the transactions contemplated by this Agreement.

**7.6.5** Section 7.6.5 of the Schedule of Exceptions lists the agreements executed by those former and current managers, employees, agents, consultants and independent contractors who have contributed in any material way to or participated in any material way in the conception and development of the Twinject Intellectual Property. Except as set forth in Section 7.6.5 of the Schedule of Exceptions: (a) no former or current employee of H-S has filed, asserted in writing or, to the Knowledge of H-S, threatened in writing any claim against H-S in connection with such employee's involvement in the conception and development of any of the Twinject Intellectual Property; and (b) to the Knowledge of H-S no former or current employee of H-S has any patents issued or applications pending for any device, process, design or invention of any kind now used or needed by H-S in the furtherance of the business of the Epinephrine Line, which patents or applications have not been assigned to H-S.

**7.6.6** Except for amounts payable under the Project Agreement, the Manual Injector Agreement or the Royalty Agreement, no former or current shareholder, employee, director or officer of H-S will have any rights to future royalty payments or license fees from H-S, deriving from licenses, technology agreements or other agreements, whether written or oral, between any such Person and H-S relating to the Twinject Intellectual Property.

**7.6.7** Except as set forth in the next sentence, H-S has in its possession or

control: (a) correct and complete, fully-executed copies of all of the licenses and agreements (as amended to date) that are identified on Section 7.6.1 of the Schedule of Exceptions; and (b) correct and complete copies of all documents (including, without limitation all documents submitted to or received from the relevant patent, copyright, trademark, domain name or other authorities in the United States and foreign jurisdictions, as the case may be (but not including correspondence that could be deemed to be attorney-client privileged materials) relating to each item of the Twinject Intellectual Property identified on Section 7.6.1 of the Schedule of Exceptions. All documents relating to patents applicable to the Twinject Intellectual Property (including, without limitation, the prosecution history (i.e. the "file wrapper," and correspondence with the patent office but not including attorney-client privileged materials), and the original "ribbon" copy of the each issued patent.) are not in H-S possession or control and, to the Knowledge of H-S, such documents are in the possession of Washington Biotech.

**7.6.8** The development, manufacture or use of the Products (excluding any modifications to the Products made after the date of this Agreement) does not interfere with, infringe upon, or misappropriate, any Intellectual Property rights of any third party. H-S has never received any Claim alleging any such interference, infringement or misappropriation.

#### **7.7 Design of Products**

To the Knowledge of H-S and except as disclosed in information, documents, correspondence and other written materials made available to Verus, its consultants, and/or others of Verus's Advisors, there are no design defects in any Product that could reasonably be expected to result in a recall of such Product.

#### **7.8 Compliance With Laws**

H-S is in compliance in all material respects with all Laws that are applicable to the ownership, operation or use of any of the Assets, including but not limited to Laws relating to public and worker health and safety (collectively, "*Worker Safety Laws*"). To the Knowledge of H-S, there are no events, conditions, circumstances, activities, practices, incidents or actions of H-S relating to the Assets that would interfere with or prevent compliance or continued compliance with or give rise to any liabilities or investigative, corrective or remedial obligations under applicable Worker Safety Laws.

#### **7.9 Legal Proceedings**

Except for the ongoing process with the FDA, there is no pending Proceeding (a) that has been commenced by or against H-S or that otherwise relates to or may affect the Epinephrine Line, or any of the Assets, or (b) that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the transactions contemplated by this Agreement or the Transaction Documents. To the Knowledge of H-S: (i) no such Proceeding has been threatened, and (ii) no event has occurred or circumstance exists that may give rise to or serve as a basis for the commencement of any such Proceeding.

**16.10 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington as though made and to be fully performed in that State.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

HOLLISTER-STIER LABORATORIES LLC

By *Anthony D. Romanzino*  
Name: Anthony D. Romanzino, Ph.D.  
Title: President & CEO

VERUS PHARMACEUTICALS, INC.

By *Robert W. Keith*  
Name: Robert W. Keith  
Title: COO

**AMENDMENT NO. 3  
TO LICENSE AND ASSET PURCHASE AGREEMENT**

The undersigned parties to that certain License and Asset Purchase Agreement dated as of September 27, 2004, as previously amended and currently in effect (the "*LAPA*"), amend the LAPA as set forth in this Amendment No. 3 (the "*Amendment*").

**1. Amendments to LAPA**

The LAPA is amended as follows:

1.1 The defined term "*Twinject Intellectual Property*" is amended and restated as follows:

*"Twinject Intellectual Property"*: shall mean all Intellectual Property owned, used or licensed by H-S as of the Closing Date primarily relating to the Products, the Epinephrine Line or, except for any Intellectual Property primarily related to the activities H-S is permitted to conduct pursuant to Section 9.4 of this Agreement, any product for the treatment of anaphylaxis or the emergency treatment of allergic reactions. *Twinject Intellectual Property* specifically includes, but is not limited to, the registered patents, patent applications, trademarks, trade dress and domain names described on *Annex C*.

1.2 *Annex C* is amended and restated in its entirety as set forth on Annex C attached to this Amendment.

**2. Defined Terms**

Terms that appear in this Amendment with their initial letters capitalized and are not otherwise defined shall have the meanings assigned them in the LAPA unless the context expressly requires otherwise.

**3. No Other Amendments**

Except as expressly set forth in this Amendment, the terms and conditions of the LAPA remain in full force and effect, and shall apply to the construction of this Amendment.

**4. Counterparts**

This Amendment may be executed in counterparts, each of which shall constitute an original document, and both of which together shall constitute the same document.

IN WITNESS WHEREOF, the parties hereto have entered into and signed this Amendment as of May , 2005.

HOLLISTER-STIER LABORATORIES LLC

By: *[Signature]*  
Its: *President, CEO*

VERUS PHARMACEUTICALS, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_



IN WITNESS WHEREOF, the parties hereto have entered into and signed this Amendment as of May \_\_, 2005.

HOLLISTER-STIER LABORATORIES LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

VERUS PHARMACEUTICALS, INC.

By: Richard H. Viet  
Its: CEO

**ANNEX C****Twinject Intellectual Property****PATENTS/PATENT APPLICATIONS (LICENSED BY H-S FROM WASHINGTON BIOTECH)**

U.S. 5,540,664

U.S. 5,358,489

U.S. 5,833,669

U.S. 5,665,071

U.S. APPLICATION NO. 11/006,382 (FILED DECEMBER 6, 2004)

AND ALL CORRESPONDING FOREIGN PATENTS AND APPLICATIONS TO THE ABOVE, AND ANY RELATED APPLICATIONS TO THE PENDING US APPLICATION.

TRADEMARKS

ANAGUARD

ANA-KIT

ANA-KIT (Stylized)

ANAKIT

DUODOSE

DUODOSEJR

TWINDOSE

TWINDOSEJR

TWINJECT

TWINJECT PD

TWINJECTPED

TWINJECTJR

ANAKIT DESIGN

ANATWIN

ANATWINJR

BIPHINE

BIPHINEJR

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	SER./ REG. #	FILING/ REG. DATE
TWINJECTJR	SER# 78124892	FILED 04/29/2002
TWINDOSEJR	SER# 78124887	FILED 04/29/2002
TWINDOSE	SER# 78124884	FILED 04/29/2002
DUODOSE	SER# 78124880	FILED 04/29/2002
DUODOSEJR	SER# 78124882	FILED 04/29/2002
TWINDOSE	SER# 75508746 (abandoned)	FILED 06/25/1998
TWINDOSEJR	SER# 75508742 (abandoned)	FILED 06/25/1998
TWINJECT	SER# 75350162 (abandoned)	FILED 09/02/1997
TWINJECT	SER# 78470999	FILED 08/20/2004
TWINJECT	SER# 76309722	FILED 09/06/2001
TWINJECT PD	SER# 76311697	FILED 09/12/2001
TWINJECT PED	SER# 76311698	FILED 09/12/2001
TWINJECT JR	SER# 75442068 (abandoned)	FILED 02/27/1998
ANATWINJR	SER# 75508744 (abandoned)	FILED 06/25/1998
ANATWIN	SER# 75508740 (abandoned)	FILED 06/25/1998
BIPHRINE JR.	SER# 75327518 (abandoned)	FILED 07/21/1997
BIPHRINE	SER# 75327517 (abandoned)	FILED 07/21/1997
DUODOSE	SER# 75508747 (abandoned)	FILED 06/25/1998
DUODOSE JR	SER# 75508741 (abandoned)	FILED 06/25/1998
ANAKIT	REG# 1564139	REG. DATE 11/07/1989
ANA-GUARD	REG# 1643320	REG. DATE 05/07/1991
ANA-KIT (and design)	REG# 1939510	REG. DATE 12/05/1995
ANA-KIT	REG# 1961512	REG. DATE 03/12/1996

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

<b>COUNTRY</b>	<b>MARK</b>	<b>APP./ REG. #</b>	<b>FILING/ REG. DATE</b>
CANADA	ANAKIT DESIGN	REG.# TMA225641	REG. DATE 01/27/1978
CANADA	TWINJECT	APP.# 1154855	FILED 10/04/2002
CANADA	TWINJECT PD	APP.# 1154856	FILED 10/04/2002
COMMUNITY TRADEMARKS	TWINJECT PD	APP.# 2603082 REG # 2603082	FILED 03/05/2002 REG. DATE 07/10/2003
COMMUNITY TRADEMARKS	TWINJECT	APP.# 2542173	FILED 01/21/2002

DOMAIN NAMES

TWINJECT.COM

TWINJECT.BIZ

TWINJECT.INFO

TWINJECT.NET

TWINJECT.ORG

NSD48020.1