

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of a Security Interest in Grantor's (Debtor's) Ownership Rights to Grantee (Secured Party)
CONVEYING PARTY DATA	
Name	Execution Date
Acorda Therapeutics, Inc.	12/23/2005
RECEIVING PARTY DATA	
Name:	King George Holdings Luxembourg IIA S.a.r.l.
Street Address:	140 East 45th Street
Internal Address:	44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6455557
Application Number:	10339648
Application Number:	10645840
CORRESPONDENCE DATA	
Fax Number:	(703)816-4100
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	703-816-4057
Email:	wfg@nixonvan.com
Correspondent Name:	Willem F. Gadiano
Address Line 1:	Nixon & Vanderhye P.C.
Address Line 2:	901 North Glebe Road, 11th Floor
Address Line 4:	Arlington, VIRGINIA 22203
ATTORNEY DOCKET NUMBER:	4379-13
NAME OF SUBMITTER:	Willem F. Gadiano

CH \$120.00 6455557

PATENT

500074210

REEL: 017073 FRAME: 0562

**Total Attachments: 13**

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# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Sven Soderberg  
CT Corporation  
208 South LaSalle Street Suite 814  
Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 04:34 PM 12/23/2005  
INITIAL FILING NUM: 5400889 3  
AMENDMENT NUMBER: 0000000  
SRV: 051059350

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Acorda Therapeutics, Inc.

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

15 Skyline Drive

CITY  
Hawthorne

STATE  
NY

POSTAL CODE  
10532

COUNTRY  
USA

1d. SEE INSTRUCTIONS

ADDL INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION  
Corporation

1f. JURISDICTION OF ORGANIZATION  
Delaware

1g. ORGANIZATIONAL ID #, if any  
2481090

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADDL INFO RE  
ORGANIZATION  
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

King George Holdings Luxembourg IIA S.à r.l.

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

140 East 4th Street, 44th Floor

CITY

New York

STATE  
NY

POSTAL CODE  
10017

COUNTRY  
USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached.

5. ALTERNATIVE DESIGNATION (if applicable):		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if recorded.		7. Check to REQUEST SEARCH REPORT(S) on Debtors; (additional fee)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA		Delaware Secretary of State					

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)  
DECLUTCHPAT - 12/17/2002 C.T. System Online

6533213-1

## EXHIBIT A TO UCC FINANCING STATEMENT

Debtor: Acorda Therapeutics, Inc.  
15 Skyline Drive  
Hawthorne, NY 10532

Secured Party: King George Holdings Luxembourg IIA S.à r.l.  
140 East 45th Street, 44th Floor  
New York, NY 10017

Collateral:

All of the following personal property of the Debtor, whether now or hereinafter existing or acquired, whether tangible or intangible and wherever the same may be located (collectively, the "PRF Collateral"):

- (a) the Assigned Interests, the Intellectual Property, the Patents and the Product;
- (b) its rights under any License Agreements, including, without limitation, (i) all rights to receive moneys due or to become due under or pursuant to any License Agreements, (ii) all rights to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to any License Agreements, and (iii) all claims for damages arising out of any breach of or default under any License Agreements;
- (c) its rights under the Elan Agreements and the Novartis Agreement;
- (d) all Accounts, Payment Intangibles, Instruments, Chattel Paper and General Intangibles and other rights to payment, in each case, constituting, comprising or evidencing any of the foregoing PRF Collateral;
- (e) all books, records, databases, information, clinical data, test results, study results and regulatory filings and approvals, in each case, specifically relating to any of the foregoing PRF Collateral;
- (f) the Lockbox Account and the Joint Concentration Account (collectively, the "Pledged Deposit Accounts"), all funds on deposit in each Pledged Deposit Account, all investments arising out of such funds, all claims thereunder or in connection therewith, and all monies and credit balances from time to time held in the Pledged Deposit Accounts or such subaccounts; all notes, certificates of deposit, deposit accounts, checks and other instruments from time to time hereafter delivered to or otherwise possessed by the Debtor in substitution for or in addition to any or all of the then existing items described in this subsection (f) and all interest, dividends, cash, securities, rights, instruments and other property at any time and from time to time received, receivable or otherwise distributed in respect of such accounts, such funds, or such investments or received in exchange for any or all of the items described in this subsection (f);

- (g) all Proceeds (as defined in the UCC), products, rents and profits of or from any and all of the foregoing PRF Collateral described in subsections (a) through (f) above, all proceeds that constitute property, and, to the extent not otherwise included, all payments under insurance (whether or not PRF is the loss payee or beneficiary thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing PRF Collateral described in subsections (a) through (f) above; and
- (h) all rights to license or otherwise exploit the Intellectual Property and the Patents within the Territory.

Each item of PRF Collateral listed in this definition that is defined in Article 8 or Article 9 of the UCC shall have the meaning set forth in the UCC.

As used herein the following terms have the meanings indicated:

"Affiliate" shall mean any Person that controls, is controlled by, or is under common control with another Person. For purposes of this definition, "control" shall mean (i) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the election of directors, and (ii) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

"Applicable Percentage" shall mean, as of any date of determination, on a fiscal year-by-fiscal year basis (or applicable portion thereof in the first and last fiscal years under the Revenue Interests Agreement), during the period from October 1, 2005 through and including December 31, 2015:

- (a) prior to the date that the payments received and retained (i.e., not refunded by PRF) by PRF under Sections 2.02(b) and 5.08 of the Revenue Interests Agreement are less than twice the aggregate amount paid by PRF under Section 2.03 of the Revenue Interests Agreement, the following:
  - (i) with respect to Net Revenues of up to and including \$30,000,000, fifteen percent (15%),
  - (ii) with respect to Net Revenues in excess of \$30,000,000 but less than and including \$60,000,000, six percent (6%), and
  - (iii) with respect to Net Revenues in excess of \$60,000,000, one percent (1%), and
- (b) from and after the date that the payments received and retained (i.e., not refunded by PRF) by PRF under Sections 2.02(b) and 5.08 of the Revenue Interests Agreement are at least twice the aggregate amount paid by PRF under Section 2.03 of the Revenue Interests Agreement, one percent (1.0%).

"Assigned Interests" shall mean PRF's right to receive amounts equal to the Applicable Percentage of the Net Revenues pursuant to the terms and conditions of the Revenue Interests Agreement.

"Elan Agreements" shall mean that certain Asset Purchase Agreement, dated as of July 21, 2004, by and between the Debtor and Elan Pharmaceuticals, Inc. and that certain Zanaflex Supply Agreement, dated as of July 21, 2004, by and between the Debtor and Elan Pharma International Limited.

"Gross Product Revenues" means, for any period of determination, the sum of the following for such period: (i) the amounts invoiced by the Debtor or any of its Affiliates to a Third Party with respect to the sale of Product in the United States by the Debtor or any of its Affiliates, (ii) the amounts receivable by the Debtor or any of its Affiliates from a Third Party with respect to the sale, distribution or other use of the Product in the United States by such Third Party (including any amounts receivable by the Debtor or its Affiliates under License Agreements), and (iii) collections in respect of write-offs or allowances for bad debts in respect of items described in the preceding clauses (i) and (ii).

"Intellectual Property" shall mean all proprietary information; trade secrets; know-how; confidential information; inventions (whether patentable or unpatentable and whether or not reduced to practice or claimed in a pending patent application) and improvements thereto; Patents; registered or unregistered trademarks, trade names, service marks, including all goodwill associated therewith; registered and unregistered copyrights and all applications thereof; in each case that are owned, controlled by, issued to, licensed to, licensed by or hereafter acquired by or licensed by the Debtor, in each case solely relating to, embodied by, covering or involving the Product.

"Joint Concentration Account" shall mean a segregated account, subject to a control agreement in favor of PRF, established for the benefit of the Debtor and PRF and maintained at the Lockbox Bank pursuant to the terms of the Lockbox Agreement and this Agreement. The Joint Concentration Account shall be the account into which the Lockbox Bank sweeps the funds held in the Lockbox Account.

"License Agreement" shall mean any existing or future license, development, commercialization, co-promotion, collaboration, distribution, marketing or partnering agreement entered into before or during the Revenue Interest Period by the Debtor or any of its Affiliates relating to the Product and/or the Intellectual Property.

"Licensees" shall mean, collectively, the licensees, sublicensees or distributors under the License Agreements; each a "Licensee".

"Lockbox Account" shall mean collectively, any lockbox and segregated lockbox account established and maintained at the Lockbox Bank pursuant to a Lockbox Agreement and the Revenue Interests Agreement. The Lockbox Account shall be the account into which all payments made to the Debtor in respect of the sale of the Product are to be remitted.

"Lockbox Agreement" shall mean any agreement entered into by a Lockbox Bank, the Debtor and PRF pursuant to which, among other things, the Lockbox Account and the Joint Concentration Account shall be established and maintained.

"Lockbox Bank" shall mean Citibank, N.A. or such other bank or financial institution approved by each of PRF and the Debtor and a party to any Lockbox Agreement.

"Net Revenues" shall mean, for any period of determination, the difference of

- (A) Gross Product Revenues for such period, less
- (B) the sum, with respect to the items described in clauses (i) and (ii) of the definition of Gross Product Revenues, of
  - (i) cash, trade discounts and rebates actually granted or paid but only if and to the extent, on an annual basis, the same are in accordance with sound business practices or not in excess of customary industry standards with respect to products comparable to or at a similar stage in product life as the Product,
  - (ii) allowances and adjustments actually credited to customers for Product that is spoiled, damaged, outdated, obsolete, returned or otherwise recalled, but only if and to the extent, on an annual basis, the same are in accordance with sound business practices or not in excess of customary industry standards with respect to products comparable to or at a similar stage in product life as the Product,
  - (iii) charges for freight, postage, shipping, delivery, service and insurance charges, to the extent invoiced,
  - (iv) taxes, duties or other governmental charges to the extent invoiced, and
  - (v) write-offs or allowances for bad debts.

"Novartis Agreement" shall mean that certain License Agreement, dated as of April 17, 1991, by and between Sandoz Pharma, predecessor to Novartis Pharma AG, and Athena Neurosciences, Inc., predecessor to Elan Pharmaceuticals, Inc., as assumed by the Debtor pursuant to that certain Assignment and Assumption Agreement, dated as of July 21, 2004, by and among the Debtor, Elan Pharmaceuticals, Inc. and Novartis Pharma AG.

"PRF" means and King George Holdings Luxembourg IIA S.à r.l., a Luxembourg private limited company, and its successors and assigns under the Revenue Interests Agreement.

"Patents" shall mean all patents, patent rights, patent applications, patent disclosures and invention disclosures issued or filed, together with all reissues, divisions, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof relating to the Product, composition of matter, formulation, or methods of manufacture or use thereof

that are issued or filed as of the date hereof or during the Revenue Interest Period, in each case, which are owned, controlled by, issued to, licensed to or licensed by the Debtor or any of its Affiliates.

"Person" shall mean an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, but not including a government or political subdivision or any agency or instrumentality of such government or political subdivision.

"Product" shall mean (i) the products currently known and marketed in the United States under the trademark Zanaflex® as capsule and tablet formulations of tizanidine hydrochloride, also known as 5-chloro-4-(2-imidazolin-2-ylamino)-2,1,3-benzothiadiazole hydrochloride (Chemical Abstracts Registry No. 64461-82-1); and (ii) any formulation, reformulation or line extension containing tizanidine hydrochloride, or any derivative or closely related analogs thereof (including but not limited to any stereoisomers, either separated or combined, any hydrates, any polymorphs, any salts, any solvates and any crystal forms) as monotherapy or in combination with any other substance that is made, used, sold, offered for sale, imported, distributed, marketed or promoted in the United States by the Debtor, its Affiliates or Licensees.

"Revenue Interest Period" shall mean the period from and including October 1, 2005 through and including December 31, 2015.

"Revenue Interests" shall mean (A) with respect to any License Agreement, all of the Debtor's rights under such License Agreement, including, without limitation, rights to receive payments in respect of sale of the Product and (B) otherwise, all of the Debtor's rights, however derived, to receive payments in respect of sales of the Product.

"Revenue Interests Agreement" means the Revenue Interests Assignment Agreement entered into on or about December 23, 2005 by and between the Debtor and PRF.

"Territory" means the United States and its territories and possessions.

"Third Party" shall mean any Person other than the Debtor or PRF or their respective Affiliates.

"UCC" means the Uniform Commercial Code, as in effect on the date of the Revenue Interests Agreement in the State of New York.



DELAWARE DEPARTMENT OF STATE  
U.C.C. FILING SECTION  
FILED 02:37 PM 01/18/2006  
INITIAL FILING NUM: 5400889 3  
AMENDMENT NUMBER: 6018754 2  
SRV: 060047900

# UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Jennifer Goff  
CT Corporation System  
208 South LaSalle Street  
Suite 814  
Chicago, IL 60604

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

54008893 - FILED 12/23/05

1b. THIS FINANCING STATEMENT AMENDMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☒ Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and 7.

☒ CHANGE name and/or address: Please refer to the detailed instructions in item 6a. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name: Complete item 7a or 7b, and also item 7c with consideration item 7d (optional).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR King George Holdings Luxembourg IIA S.à r.l.

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

140 East 45th Street, 44th Floor

CITY

New York

STATE

NY

POSTAL CODE

10017

COUNTRY

USA

7d. SEE INSTRUCTIONS

ADDITIONAL INFORMATION

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ revised collateral description, or describe collateral ☐ assigned

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR King George Holdings Luxembourg IIA S.à r.l.

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Delaware Secretary of State

KG65500905-1 (6 pages)

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

DEUCC3PHAT - 12/17/2003 CT System Update

## EXHIBIT A TO UCC FINANCING STATEMENT

Debtor: Acorda Therapeutics, Inc.  
15 Skyline Drive  
Hawthorne, NY 10532

Secured Party: King George Holdings Luxembourg IIA S.à r.l.  
140 East 4th Street, 44th Floor  
New York, NY 10017

Collateral:

All of the following personal property of the Debtor, whether now or hereinafter existing or acquired, whether tangible or intangible and wherever the same may be located (collectively, the "PRF Collateral"):

- (a) the Assigned Interests, the Intellectual Property, the Patents and the Product;
- (b) its rights under any License Agreements, including, without limitation, (i) all rights to receive moneys due or to become due under or pursuant to any License Agreements, (ii) all rights to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to any License Agreements, and (iii) all claims for damages arising out of any breach of or default under any License Agreements;
- (c) its rights under the Elan Agreements and the Novartis Agreement;
- (d) all Accounts, Payment Intangibles, Instruments, Chattel Paper and General Intangibles and other rights to payment, in each case, constituting, comprising or evidencing any of the foregoing PRF Collateral;
- (e) all books, records, databases, information, clinical data, test results, study results and regulatory filings and approvals, in each case, specifically relating to any of the foregoing PRF Collateral;
- (f) the Lockbox Account and the Joint Concentration Account (collectively, the "Pledged Deposit Accounts"), all funds on deposit in each Pledged Deposit Account, all investments arising out of such funds, all claims thereunder or in connection therewith, and all monies and credit balances from time to time held in the Pledged Deposit Accounts or such subaccounts; all notes, certificates of deposit, deposit accounts, checks and other instruments from time to time hereafter delivered to or otherwise possessed by the Debtor in substitution for or in addition to any or all of the then existing items described in this subsection (f) and all interest, dividends, cash, securities, rights, instruments and other property at any time and from time to time received, receivable or otherwise distributed in respect of such accounts, such funds, or such investments or received in exchange for any or all of the items described in this subsection (f);

- (g) all Proceeds (as defined in the UCC), products, rents and profits of or from any and all of the foregoing PRF Collateral described in subsections (a) through (f) above, all proceeds that constitute property, and, to the extent not otherwise included, all payments under insurance (whether or not PRF is the loss payee or beneficiary thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing PRF Collateral described in subsections (a) through (f) above; and
- (h) all rights to license or otherwise exploit the Intellectual Property and the Patents within the Territory.

Each item of PRF Collateral listed in this definition that is defined in Article 8 or Article 9 of the UCC shall have the meaning set forth in the UCC.

As used herein the following terms have the meanings indicated:

"Affiliate" shall mean any Person that controls, is controlled by, or is under common control with another Person. For purposes of this definition, "control" shall mean (i) in the case of corporate entities, direct or indirect ownership of at least fifty percent (50%) of the stock or shares having the right to vote for the election of directors, and (ii) in the case of non-corporate entities, direct or indirect ownership of at least fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

"Applicable Percentage" shall mean, as of any date of determination, on a fiscal year-by-fiscal year basis (or applicable portion thereof in the first and last fiscal years under the Revenue Interests Agreement), during the period from October 1, 2005 through and including December 31, 2015:

- (a) prior to the date that the payments received and retained (i.e., not refunded by PRF) by PRF under Sections 2.02(b) and 5.08 of the Revenue Interests Agreement are less than twice the aggregate amount paid by PRF under Section 2.03 of the Revenue Interests Agreement, the following:
  - (i) with respect to Net Revenues of up to and including \$30,000,000, fifteen percent (15%),
  - (ii) with respect to Net Revenues in excess of \$30,000,000 but less than and including \$60,000,000, six percent (6%), and
  - (iii) with respect to Net Revenues in excess of \$60,000,000, one percent (1%), and
- (b) from and after the date that the payments received and retained (i.e., not refunded by PRF) by PRF under Sections 2.02(b) and 5.08 of the Revenue Interests Agreement are at least twice the aggregate amount paid by PRF under Section 2.03 of the Revenue Interests Agreement, one percent (1.0%).

"Assigned Interests" shall mean PRF's right to receive amounts equal to the Applicable Percentage of the Net Revenues pursuant to the terms and conditions of the Revenue Interests Agreement.

"Elan Agreements" shall mean that certain Asset Purchase Agreement, dated as of July 21, 2004, by and between the Debtor and Elan Pharmaceuticals, Inc. and that certain Zanaflex Supply Agreement, dated as of July 21, 2004, by and between the Debtor and Elan Pharma International Limited.

"Gross Product Revenues" means, for any period of determination, the sum of the following for such period: (i) the amounts invoiced by the Debtor or any of its Affiliates to a Third Party with respect to the sale of Product in the United States by the Debtor or any of its Affiliates, (ii) the amounts receivable by the Debtor or any of its Affiliates from a Third Party with respect to the sale, distribution or other use of the Product in the United States by such Third Party (including any amounts receivable by the Debtor or its Affiliates under License Agreements), and (iii) collections in respect of write-offs or allowances for bad debts in respect of items described in the preceding clauses (i) and (ii).

"Intellectual Property" shall mean all proprietary information; trade secrets; know-how; confidential information; inventions (whether patentable or unpatentable and whether or not reduced to practice or claimed in a pending patent application) and improvements thereto; Patents; registered or unregistered trademarks, trade names, service marks, including all goodwill associated therewith; registered and unregistered copyrights and all applications thereof; in each case that are owned, controlled by, issued to, licensed to, licensed by or hereafter acquired by or licensed by the Debtor, in each case solely relating to, embodied by, covering or involving the Product.

"Joint Concentration Account" shall mean a segregated account, subject to a control agreement in favor of PRF, established for the benefit of the Debtor and PRF and maintained at the Lockbox Bank pursuant to the terms of the Lockbox Agreement and this Agreement. The Joint Concentration Account shall be the account into which the Lockbox Bank sweeps the funds held in the Lockbox Account.

"License Agreement" shall mean any existing or future license, development, commercialization, co-promotion, collaboration, distribution, marketing or partnering agreement entered into before or during the Revenue Interest Period by the Debtor or any of its Affiliates relating to the Product and/or the Intellectual Property.

"Licensees" shall mean, collectively, the licensees, sublicensees or distributors under the License Agreements; each a "Licensee".

"Lockbox Account" shall mean collectively, any lockbox and segregated lockbox account established and maintained at the Lockbox Bank pursuant to a Lockbox Agreement and the Revenue Interests Agreement. The Lockbox Account shall be the account into which all payments made to the Debtor in respect of the sale of the Product are to be remitted.

"Lockbox Agreement" shall mean any agreement entered into by a Lockbox Bank, the Debtor and PRF pursuant to which, among other things, the Lockbox Account and the Joint Concentration Account shall be established and maintained.

"Lockbox Bank" shall mean Citibank, N.A. or such other bank or financial institution approved by each of PRF and the Debtor and a party to any Lockbox Agreement.

"Net Revenues" shall mean, for any period of determination, the difference of

- (A) Gross Product Revenues for such period, less
- (B) the sum, with respect to the items described in clauses (i) and (ii) of the definition of Gross Product Revenues, of
  - (i) cash, trade discounts and rebates actually granted or paid but only if and to the extent, on an annual basis, the same are in accordance with sound business practices or not in excess of customary industry standards with respect to products comparable to or at a similar stage in product life as the Product,
  - (ii) allowances and adjustments actually credited to customers for Product that is spoiled, damaged, outdated, obsolete, returned or otherwise recalled, but only if and to the extent, on an annual basis, the same are in accordance with sound business practices or not in excess of customary industry standards with respect to products comparable to or at a similar stage in product life as the Product,
  - (iii) charges for freight, postage, shipping, delivery, service and insurance charges, to the extent invoiced,
  - (iv) taxes, duties or other governmental charges to the extent invoiced, and
  - (v) write-offs or allowances for bad debts.

"Novartis Agreement" shall mean that certain License Agreement, dated as of April 17, 1991, by and between Sandoz Pharma, predecessor to Novartis Pharma AG, and Athena Neurosciences, Inc., predecessor to Elan Pharmaceuticals, Inc., as assumed by the Debtor pursuant to that certain Assignment and Assumption Agreement, dated as of July 21, 2004, by and among the Debtor, Elan Pharmaceuticals, Inc. and Novartis Pharma AG.

"PRF" means and King George Holdings Luxembourg IIA S.à r.l., a Luxembourg private limited company, and its successors and assigns under the Revenue Interests Agreement.

"Patents" shall mean all patents, patent rights, patent applications, patent disclosures and invention disclosures issued or filed, together with all reissues, divisions, continuations, continuations-in-part, revisions, extensions, and reexaminations thereof relating to the Product, composition of matter, formulation, or methods of manufacture or use thereof

that are issued or filed as of the date hereof or during the Revenue Interest Period, in each case, which are owned, controlled by, issued to, licensed to or licensed by the Debtor or any of its Affiliates.

"Person" shall mean an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, but not including a government or political subdivision or any agency or instrumentality of such government or political subdivision.

"Product" shall mean (i) the products currently known and marketed in the United States under the trademark Zanaflex® as capsule and tablet formulations of tizanidine hydrochloride, also known as 5-chloro-4-(2-imidazolin-2-ylamino)-2,1,3-benzothiadiazole hydrochloride (Chemical Abstracts Registry No. 64461-82-1); and (ii) any formulation, reformulation or line extension containing tizanidine hydrochloride, or any derivative or closely related analogs thereof (including but not limited to any stereoisomers, either separated or combined, any hydrates, any polymorphs, any salts, any solvates and any crystal forms) as monotherapy or in combination with any other substance that is made, used, sold, offered for sale, imported, distributed, marketed or promoted in the United States by the Debtor, its Affiliates or Licensees.

"Revenue Interest Period" shall mean the period from and including October 1, 2005 through and including December 31, 2015.

"Revenue Interests" shall mean (A) with respect to any License Agreement, all of the Debtor's rights under such License Agreement, including, without limitation, rights to receive payments in respect of sale of the Product and (B) otherwise, all of the Debtor's rights, however derived, to receive payments in respect of sales of the Product.

"Revenue Interests Agreement" means the Revenue Interests Assignment Agreement entered into on or about December 23, 2005 by and between the Debtor and PRF.

"Territory" means the United States and its territories and possessions.

"Third Party" shall mean any Person other than the Debtor or PRF or their respective Affiliates.

"UCC" means the Uniform Commercial Code, as in effect on the date of the Revenue Interests Agreement in the State of New York.

## **ADDENDUM TO EXHIBIT A**

### **Intellectual Property**

<b>Country/ Territory</b>	<b>Patent No. (or Publication No.)</b>	<b>Date Issued (or Publication Date)</b>	<b>Application No.</b>	<b>Date Filed</b>	<b>Owner</b>
US	6,455,557	24 SEPT 2002	09/994,837	28 NOV 2001	ELAN
US	US 2003-0176472 A1	18 SEPT 2003	10/339,648	10 JAN 2003	ELAN
US	US 2004-0220240 A1	04 NOV 2004	10/645,840	22 AUG 2003	ELAN