## 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:	645557
Application Number:	10339648
Application Number:	10645840

### **CORRESPONDENCE DATA**

500074210

Fax Number: (703)816-4100

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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

PATENT

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See Exhibit A attached.

5. ALTERNATIVE DEBIGNATION (Fapplicable):	LESSEEALESSON CONSIGNEE/CONSIGNOR	BAILEBANCE SPLIFTURINER LAG	
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FILING OFFICE COPY --- UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)
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## 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):

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- (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-benzothiodiazole 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.

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	CHANGED DEW) OR ACCED RECRMATION  THE PROTOCULUS LAST NAME  THE PROTOCULUS LAST NAME  MAKING ADDRESS  TO East 45th Street, 44th Floot  SEE PARTICULUS  ADDITION OF THE TYPE OF ORGANIZATION	GRY YORK ATION 72 LENGUISTION OF ORGANIZ	STATE NY STATE	POSTAL COCE	COUNTRY USA	
	CHANCED DEFM) OR ACCED INFORMATION:  THE PROPRIESES  FOR HISTORIAN STATEMENT  MARING ADDRESS  FOR HISTORIAN STATEMENT  ADDLINFO RE TALTYPE OF ORGANIZ  ORGANIZATION  CENTOR  CENTOR  CONTROL STATEMENT CONTROL STATEMENTS	GRY YORK ATION 72 LENGUISTION OF ORGANIZ	STATE NY STATE	POSTAL COCE	COUNTRY USA	
	CHANCED DEFM) OR ACCED INFORMATION:  THE PROPRIESES  FOR HISTORIAN STATEMENT  MARING ADDRESS  FOR HISTORIAN STATEMENT  ADDLINFO RE TALTYPE OF ORGANIZ  ORGANIZATION  CENTOR  CENTOR  CONTROL STATEMENT CONTROL STATEMENTS	GRY YORK ATION 72 LENGUISTION OF ORGANIZ	STATE NY STATE	POSTAL COCE	COUNTRY USA	
	CHANCED DEFM) OR ACCED INFORMATION:  THE PROPRIESES  FOR HISTORIAN STATEMENT  MARING ADDRESS  FOR HISTORIAN STATEMENT  ADDLINFO RE TALTYPE OF ORGANIZ  ORGANIZATION  CENTOR  CENTOR  CONTROL STATEMENT CONTROL STATEMENTS	GRY YORK ATION 72 LENGUISTION OF ORGANIZ	STATE NY STATE	POSTAL COCE	COUNTRY USA	
	CHANGED DERW) OR ACCED REFORMATION:    To ORGANIZATION'S NAME    The PROTYCULAL'S LAST NAME   MAILING ADDRESS   OR Bust 45th Street, 44th Floor   SEE HATRICTENS   ADDLESO   To THE OF ORGANIZ   ORGANIZATION	FIRST NAME  GRY  New YORK  ATION  F. LINISCOTTON OF ORGANI  and collateral description, or describe collateral  description, or describe collateral	AMOOLE STATE NY To ORG	POSTAL COCE  10017  AUGUSTIONAL TO F. No.	COUNTRY USA	
210	CHANGED DERM) OR ACCED REFORMATION:    To ORGANIZATION'S NAME    The PROPRIETS   TO ARE   The TYPE OF ORGANIZATION     SEE HATRUCTONS   ADDLESSOR   The TYPE OF ORGANIZATION     CREATION   CREATION     CREATION   CREATION     CREATION   CREATION   CREATION     CREATION   CREATION   CREATION     CREATION   CREATION   CREATION     CREATION   CREATION   CREATION   CREATION     CREATION   CREATION   CREATION   CREATION     CREATION   CREATION   CREATION   CREATION     CREATION   CREATION   CREATION   CREATION     CREATION   CREATION   CREATION   CREATION     CREATION   CREATION   CREATION   CREATION     CREATION   CREATION   CREATION   CREATION     CREATION   CREATION   CREATION   CREATION     CREATION   CREATION   CREATION   CREATION     CREATION   CREATION   CREATION   CREATION   CREATION     CREATION   CREATION   CREATION   CREATION   CREATION     CREATION   CREATION   CREATION   CREATION   CREATION     CREATION   CREATION   CREATION   CREATION   CREATION     CREATION   CREATION   CREATION   CREATION   CREATION     CREATION   CREAT	FIRST NAME  GRY  New York  ATION TO JURISCOUTION OF ORGANIZ  and collaboral description, or describe collaboral  for collaboral description, or describe collaboration  THIS AMENDMENT (narroy of sanityron, Ville  sufficienced by a Debter, cheek here and and an	ANDOLE STATE NY To ORG  at a subground  to in an Assignment, if the a	POSTAL CODE  10017  NULLATIONAL TO F. Re  SA Amendment suthorb  sing this Amendment.	SUFFIX COUNTRY USA HY NONE	
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2 4 4 4 6	CHANGED DEWY OR ADDED INFORMATION:    To DESIGNATIONS NAME    The MONYCULAL'S LAST NAME   THE MONYCULAL'S LAST NAME   THE MONYCULAL'S LAST NAME   THE MONYCULAL'S LAST NAME   THE MONYCULAL'S LAST NAME   THE MONYCULAL'S LAST NAME   THE MONYCULAL'S LAST NAME   THE MONYCULAL STRUCK   THE OF ORGANIZATION OF STRUCK     THE MONYCULAL STRUCK   THE ORGANIZATION OF STRUCK     THE ORGANIZATION OF S	FIRST NAME  GRY  New YORK  IF. ERISCISTON OF ORGANI  THIS AMENDMENT (name of assistance, 1/2)  supported by a Debter, cheek bern and ex-	ANDOLE STATE NY Ty, GRG  at I assigned.  As in an Assignment, if this is lest manus of DESTOR suither	POSTAL CODE  10017  NULLATIONAL TO F. Re  SA Amendment suthorb  sing this Amendment.	SUFFIX COUNTRY USA HY NONE	

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## 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;
- 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);

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- (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-benzothiodiazole 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**

Country/ Territory	Patent No. (or Publication No.)	Date Issued (or Publication Date)	Application No.	Date Filed	Owner
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

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PATENT

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