

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Naweed MUHAMMAD	01/03/2005
Gene C. JAMIESON	12/21/2004
Keith R. BLEY	12/22/2004
Sanjay CHANDA	12/22/2004
<b>RECEIVING PARTY DATA</b>	
Name:	NeurogesX, Inc.
Street Address:	2215 Bridgepointe Parkway, Suite 200
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94404
<b>PROPERTY NUMBERS Total: 1</b>	
Property Type	Number
Application Number:	13083294
<b>CORRESPONDENCE DATA</b>	
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Email:	mleung@mofo.com
Correspondent Name:	Lisa A. Amii
Address Line 1:	Morrison & Foerster LLP
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ATTORNEY DOCKET NUMBER:	524522001310
NAME OF SUBMITTER:	Lisa A. Amii
Total Attachments: 2 source=2001310_assign#page1.tif source=2001310_assign#page2.tif	

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**ASSIGNMENT  
JOINT**

THIS ASSIGNMENT, by Naweed MUHAMMAD, Gene C. JAMIESON, Keith R. BLEY, and Sanjay CHANDA (hereinafter referred to as the assignors), residing at 6600 14th Avenue, Sacramento, California 95820; 18155 China Grade, Boulder Creek, California 95006; 227 Ada Avenue, Unit D, Mountain View, California 94043; and 2601 Shannon Drive, South San Francisco, California 94080, respectively, witnesseth:

WHEREAS, said assignors have invented certain new and useful improvements in METHODS AND COMPOSITIONS FOR ADMINISTRATION OF TRPV1 AGONISTS, set forth in an application for Letters Patent of the United States, bearing Serial No. 10/823,426 and filed on April 12, 2004; and

WHEREAS, NeurogesX, Inc., a corporation duly organized under and pursuant to the laws of California and having its principal place of business at 981 F Industrial Road, San Carlos, California 94070 (hereinafter referred to as the assignee) is desirous of acquiring the entire right, title and interest in and to said inventions and said application for Letters Patent of the United States, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon:

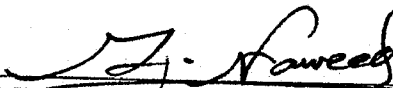
NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, said assignors have sold, assigned, transferred and set over, and by these presents do sell, assign, transfer and set over, unto said assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions, application for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries which may be granted therefor and thereon, and in and to any and all divisions, continuations and continuations-in-part of said application, or reissues or extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by said assignee, for its own use and the use of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted, as fully and entirely as the same would have been held and enjoyed by the assignors, had this sale and assignment not been made.

AND for the same consideration, said assignors hereby covenant and agree to and with said assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, said assignors are the sole and lawful owners of the entire right, title and interest in and to said inventions and the application for Letters Patent above-mentioned, and that the same are unencumbered and that said assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth.

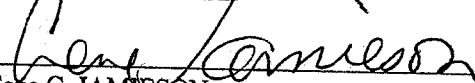
AND for the same consideration, said assignors hereby covenant and agree to and with said assignee, its successors, legal representatives and assigns, that said assignors will, whenever counsel of said assignee, or the counsel of its successors, legal representatives and assigns, shall advise that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with Letters Patent for said inventions in any country, including interference proceedings, is lawful and desirable, or that any division, continuation or continuation-in-part of any application for Letters Patent or any reissue or extension of any Letters Patent, to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent for said inventions, without charge to said assignee, its successors, legal representatives and assigns, but at the cost and expense of said assignee, its successors, legal representatives and assigns.

AND said assignors hereby request the Commissioner of Patents to issue said Letters Patent of the United States to said assignee as the assignee of said inventions and the Letters Patent to be issued thereon for the sole use of said assignee, its successors, legal representatives and assigns.

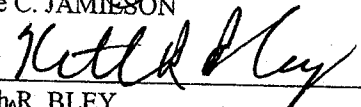
01/03/05  
Date

  
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Naweel MUHAMMAD


Dec. 21, 2004  
Date

  
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Gene C. JAMIESON

Dec. 22, 2004  
Date

  
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Keith R. BLEY

Dec. 22, 2004  
Date

  
\_\_\_\_\_  
Sanjay CHANDA