

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Solstice Neurosciences, Inc.	11/15/2011
RECEIVING PARTY DATA	
Name:	Solstice Neurosciences, LLC
Street Address:	4010 Dupont Circle
Internal Address:	Suite L-07
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40207
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	09099870
Application Number:	09393590
Application Number:	11683628
CORRESPONDENCE DATA	
Fax Number:	(513)651-6981
Phone:	513-651-6800
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<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Frost Brown Todd LLC
Address Line 1:	301 East Fourth Street
Address Line 2:	3300 Great American Tower
Address Line 4:	Cincinnati, OHIO 45202
ATTORNEY DOCKET NUMBER:	0011118
NAME OF SUBMITTER:	Loretta E. Moore
Total Attachments: 3 source=ExecutedAssignment#page1.tif source=ExecutedAssignment#page2.tif source=ExecutedAssignment#page3.tif	

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ASSIGNMENT

This Patent Assignment ("Assignment") dated November 15, 2011 (the "Effective Date") is made by and between Solstice Neurosciences, Inc. (the "Assignor"), a Delaware corporation having a principal place of business at 3830 Valley Center Drive, San Diego, California 92130 and Solstice Neurosciences, LLC ("Assignee"), a Delaware limited liability company and wholly-owned subsidiary of US WorldMeds, LLC, having a principal place of business at 4010 Dupont Circle, Suite L-07 Louisville, KY 40207.

The Assignor is the owner of the invention described in U.S. Provisional Patent Application entitled Stable Liquid Formulations of Botulinum Toxin, filed on September 11, 1998, having a Serial Number of 09/099,870, and the invention described in U.S. Patent Application entitled Stable Liquid Formulations of Botulinum Toxin, which was filed on September 9, 1999, having Serial Number 09/393,590, and the invention described in U.S. Patent Application entitled Stable Liquid Formulations of Botulinum Toxin, which was filed on March 8, 2007, having a serial number of 11/683,628, together with any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing applications, continuations, continuations-in-part, divisional, reissues, reexaminations, substitutions, confirmations, renewals, utility applications, and the patents or extensions (including but not limited to patent term extensions and supplementary protection certificates) arising from the foregoing (the "Patent Rights").

For one dollar in hand paid and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, Assignor hereby:

1. Sells, assigns and transfers to Assignee the entire right, title and interest in and to the Patent Rights, including the Invention, the Application, any other applications to which the Application claims priority benefit, including but not limited to related provisional applications, any other patent applications based in whole or in part upon the Invention or Application in any country (including Patent Cooperation Treaty, divisional, renewal, substitute, continuation, and continuation-in-part applications), all patents which may be granted thereon (including all reissues, reexaminations, and extensions thereof), and all priority rights appertaining thereto;

2. Authorizes Assignee to file patent applications on the Invention in any country in the name of Assignee, or otherwise as Assignee may deem advisable;

3. Authorizes and requests the Director of the United States Patent & Trademark Office, and such patent office officials in foreign countries as are duly authorized by their laws to issue patents, to issue any patents on the Invention to Assignee as the owner of the entire right, title, and interest therein or otherwise as Assignee may direct;

4. Agrees, without expense to Assignor but without further consideration, to carry out in good faith the intent and purpose of this Assignment by executing all divisional, renewal, substitute, continuation, continuation-in-part, reissue, and all other patent applications based on the Invention; executing all rightful oaths, assignments, powers of attorney and other papers; communicating to Assignee all facts known to Assignor relating to the Invention and the history

thereof; and generally, doing everything reasonably possible which Assignee shall consider desirable for aiding in securing, maintaining, and enforcing proper protection for the Invention and for vesting title in Assignee to the Invention and all patent applications and patents based on the Invention;

5. Represents and warrants that Assignor has the full right to convey to Assignee the entire interest to the Invention, and that Assignor has not executed, and will not execute, any agreement in conflict herewith;

6. Agrees to transfer a like interest upon request of Assignee, and without further remuneration, in and to any improvements growing out of or relating to the Invention or any patent applications or patents based thereon;

7. Authorizes Assignee to insert in this Assignment any other information which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this Assignment; and

8. Covenants that this Assignment shall be binding upon Assignor's heirs, successors, and legal representatives.

Signature:

Full Name:

Title:

George A. Digenis
George A. Digenis
Chief Scientific Officer
Solstice Neurosciences, Inc.

Date: 11/15/11

STATE OF Kentucky)
) SS:
COUNTY OF Jefferson)

On this 15 day of Nov., 20 11, personally appeared before me George A. Digenis, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to on this Assignment, and acknowledged that he executed the same.

Notary Public: Debbie Stafford

My Commission Expires: 3/25/2014

Signature:

Full Name:

Title:

George A. Digenis
George A. Digenis
Chief Scientific Officer
Solstice Neurosciences, LLC

Date: 11/15/11

STATE OF Kentucky

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