

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Formation And Reorganization Agreement
CONVEYING PARTY DATA	
Name	Execution Date
EUTHYMICS BIOSCIENCE, Inc.	12/23/2011
RECEIVING PARTY DATA	
Name:	NEUROVANCE, Inc.
Street Address:	43 Thorndike Street
Internal Address:	Suite S-1
City:	Cambridge
State/Country:	MASSACHUSETTS
Postal Code:	02141
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	13221892
Application Number:	13207199
Application Number:	11936016
Application Number:	13334066
CORRESPONDENCE DATA	
Fax Number:	(425)576-4236
Phone:	(425) 576-4235
Email:	info@patentnetworks.com
<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:	Jeffrey J. King, Esq.
Address Line 1:	PATENT NETWORKS LAW GROUP PLLC
Address Line 2:	5000 Carillon Point - Suite 400
Address Line 4:	Kirkland, WASHINGTON 98033
ATTORNEY DOCKET NUMBER:	EUTH-GEN

501771451

PATENT
 REEL: 027464 FRAME: 0279

OP \$160.00 13221892

NAME OF SUBMITTER:

Jeffrey J. King, Esq.

Total Attachments: 33

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FORMATION AND REORGANIZATION AGREEMENT

This FORMATION AND REORGANIZATION AGREEMENT (the "AGREEMENT"), entered into as of the 22nd day of December, 2011 (the "EFFECTIVE DATE"), by and between EUTHYMICS BIOSCIENCE, INC., a Delaware corporation ("EUTHYMICS"), and NEUROVANCE, INC., a Delaware corporation ("NEUROVANCE").

WHEREAS, on December 20, 2011, NEUROVANCE was incorporated under the laws of the State of Delaware, a Board of Directors was appointed by the incorporator of NEUROVANCE and subsequently, officers of NEUROVANCE were elected by the Board of Directors;

WHEREAS, EUTHYMICS owns the rights to EB-1020, a pharmaceutical product for the treatment of attention deficit/hyperactivity disorder and other possible indications, as well as intellectual property and other assets and rights relating thereto (the "ASSETS");

WHEREAS, EUTHYMICS desires to transfer the entire and exclusive right, title and interest in and to the ASSETS in exchange for shares of common stock, \$.001 par value (the "NEUROVANCE COMMON STOCK"), and shares of Series A Preferred Stock, \$.001 par value (the "NEUROVANCE SERIES A PREFERRED") of NEUROVANCE;

WHEREAS, NEUROVANCE has no shares of NEUROVANCE COMMON STOCK issued or outstanding and the parties desire that the transfer of the ASSETS in exchange for the shares of NEUROVANCE COMMON STOCK to be issued hereunder qualify as a tax-free transfer under Section 351 of the Internal Revenue Code of 1986, as amended (the "CODE");

WHEREAS, subsequent to the issuance of NEUROVANCE COMMON STOCK and NEUROVANCE SERIES A PREFERRED to EUTHYMICS, EUTHYMICS desires to separate the business relating to the ASSETS by distributing such NEUROVANCE COMMON STOCK and NEUROVANCE SERIES A PREFERRED to the stockholders of EUTHYMICS through a dividend to such stockholders;

NOW, THEREFORE, in consideration of the premises, and in consideration of the agreements and benefits set forth herein and other good and valuable consideration, the receipt of and sufficiency which is hereby acknowledged, the parties hereto agree as follows:

1. SUBSCRIPTION FOR NEUROVANCE COMMON STOCK AND NEUROVANCE SERIES A PREFERRED STOCK, ASSIGNMENT OF ASSETS AND ISSUANCE OF NEUROVANCE COMMON STOCK AND NEUROVANCE SERIES A PREFERRED STOCK

(a) Subscription. In consideration of the assignment of the ASSETS by NEUROVANCE to EUTHYMICS as provided herein, EUTHYMICS hereby subscribes for 22,482,205 shares of NEUROVANCE SERIES A PREFERRED and 1,524,853 shares of NEUROVANCE COMMON STOCK.

(b) Assignment of ASSETS. In consideration of the issuance of NEUROVANCE COMMON STOCK and NEUROVANCE SERIES A PREFERRED to EUTHYMICS as provided herein, EUTHYMICS does hereby agree to assign and transfer to NEUROVANCE and its successors, assigns, and nominees, as the assignee, without any restrictions, reservations or limitations:

(i) the entire and exclusive right, title and interest in and to the ASSETS listed on Annex "A";

(ii) in connection with rights to any patents or patent applications included within the ASSETS, any and all reissues and extensions thereof (such patents, patent applications, reissues and extensions referred to herein collectively as the "PATENT RIGHTS"); and

(iii) in connection with the PATENT RIGHTS, the sole right to file applications for patents under the patent laws of any country of the world in its name, and the sole right to have patents granted on said applications in its name to the full end of term for which said patents may be granted, as fully and entirely as the same would have been held by EUTHYMICS, had this assignment not been made, and to enforce said patents with the right to sue for and recover for its own use accrued profits or damages for any and all infringements with respect to which EUTHYMICS hereby waives any right to receive any portion thereof.

(c) Form of Assignment of PATENT RIGHTS. On the EFFECTIVE DATE, EUTHYMICS shall deliver to NEUROVANCE an executed assignment of the PATENT RIGHTS (the "ASSIGNMENT"), for filing with the U.S. Patent and Trademark Office, in the form attached hereto as Annex "B".

(d) Certificates for NEUROVANCE SERIES A PREFERRED and NEUROVANCE COMMON STOCK to EUTHYMICS. On the EFFECTIVE DATE, NEUROVANCE shall deliver to EUTHYMICS duly issued certificates representing 22,482,205 shares of NEUROVANCE SERIES A PREFERRED and 1,524,853 shares of NEUROVANCE COMMON STOCK.

2. DISTRIBUTION OF NEUROVANCE COMMON STOCK AND NEUROVANCE SERIES A PREFERRED

(a) Distribution of Stock to EUTHYMICS Stockholders. Immediately following the issuance of the NEUROVANCE COMMON STOCK and NEUROVANCE SERIES A PREFERRED to EUTHYMICS, EUTHYMICS shall distribute, as a dividend: (i) one (1) share of NEUROVANCE COMMON STOCK for each one (1) of share of EUTHYMICS common stock, \$.001 par value (the "EUTHYMICS COMMON STOCK") held of record as of December 22, 2011, and (ii) one (1) share of NEUROVANCE SERIES A PREFERRED for each one (1) share of EUTHYMICS Series A Preferred Stock, \$.001 par value (the "EUTHYMICS SERIES A PREFERRED") held of record as of December 22, 2011.

(b) NEUROVANCE Incentive Awards. So long as an EMPLOYEE SHARING AGREEMENT (as hereinafter defined) is in effect, NEUROVANCE shall issue to all holders of stock options (whether nonstatutory stock options or incentive stock options), restricted stock, restricted stock units or other awards (the "EUTHYMICS AWARDS"), whether granted before or after the EFFECTIVE DATE, under the EUTHYMICS 2010 Equity Incentive Plan (the "EUTHYMICS INCENTIVE PLAN"), awards of stock options (whether nonstatutory stock options or incentive stock options), restricted stock, restricted stock units or other awards (the "NEUROVANCE AWARDS") under the NEUROVANCE 2011 Equity Incentive Plan (the "NEUROVANCE INCENTIVE PLAN"), and the amount of shares of NEUROVANCE COMMON STOCK issuable in connection with such NEUROVANCE AWARDS shall be equivalent to the number of shares of EUTHYMICS COMMON STOCK issuable in connection with the EUTHYMICS AWARDS and the vesting thereof shall occur contemporaneously with the corresponding EUTHYMICS AWARDS. Each NEUROVANCE AWARD shall have, and be subject to, the same terms and conditions, set forth in, and corresponding to, the EUTHYMICS AWARDS (including, without limitation, any repurchase rights in favor of NEUROVANCE); provided, however, the exercise price under any stock option shall be determined by the NEUROVANCE board of directors, or the compensation committee thereof, in its own discretion, subject to any CODE provisions or any Internal Revenue Service rules, regulations or rulings related thereto. Nothing in this Paragraph (b), however, shall preclude the ability of NEUROVANCE to make a different form of incentive award (i.e., stock option versus restricted stock, etc.), provided that the number of shares represented by the respective NEUROVANCE AWARDS and the EUTHYMICS AWARDS are the same; provided, in the event the respective capitalizations of NEUROVANCE and EUTHYMICS become different, then the percentage interest that such NEUROVANCE AWARD bears to the total fully-diluted capitalization of NEUROVANCE shall be the same as the EUTHYMICS AWARD bears to the total fully-diluted capitalization of EUTHYMICS.

3. EMPLOYEE SHARING AGREEMENT

On or subsequent to the EFFECTIVE DATE, EUTHYMICS and NEUROVANCE shall enter into an Employee Sharing Agreement (the "EMPLOYEE SHARING AGREEMENT") pursuant to which EUTHYMICS shall make the services of its employees, consultants and other service providers, available to perform services for NEUROVANCE.

4. INTELLECTUAL PROPERTY LICENSE

On the EFFECTIVE DATE, EUTHYMICS and NEUROVANCE shall enter into that certain Intellectual Property License, in the form attached hereto as Annex "C" (the "NEUROVANCE IP LICENSE").

5. MISCELLANEOUS

(a) Governing Law. This AGREEMENT shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of laws.

(b) Notices. Whenever this AGREEMENT requires or permits any consent, approval, notice, request or demand must be in writing to be effective and shall be deemed to have been given when actually received by the party to whom notice is sent. Unless a party notifies the other parties of a different address, all notices shall be sent to the following addresses:

if to EUTHYMICS: Euthymics Bioscience, Inc.
Attn: Chief Executive Officer
43 Thorndike Street, Suite S-1
Cambridge, Massachusetts 02141

if to NEUROVANCE: Neurovance, Inc.
Attn: President
43 Thorndike Street, Suite S-1
Cambridge, Massachusetts 02141

(c) Costs and Expenses. Each party shall be responsible for its costs and expenses associated with this AGREEMENT, including legal fees.

(d) Entire Agreement. This AGREEMENT, including the Annexes hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof. All Annexes hereto are hereby incorporated herein by reference.

(e) Counterparts. This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) Severability. If any provision of this AGREEMENT shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire AGREEMENT shall not be affected thereby, and the terms and conditions hereof shall be thereafter construed as if such invalid, illegal or unenforceable term or condition had never been contained herein and the parties shall negotiate an amendment to this AGREEMENT to accomplish as nearly as possible the original intent of the severed provision.

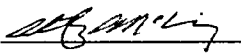
(g) Titles and Subtitles. The titles and subtitles used in this AGREEMENT are for convenience only and are not to be considered in construing or interpreting any term or provision of this AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

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

EUTHYMICS:

EUTHYMICS BIOSCIENCE, INC.,
a Delaware corporation

By: 
Anthony A. McKinney, President and Chief
Executive Officer

Digitally signed by Anthony McKinney
DN: cn=US, st=MA, h=Cambridge,
email=a.mckinney@euthymics.com, o=Euthymics
Bioscience, Inc., cn=Anthony McKinney
Date: 2011.12.23 11:22:44 -05'00'

NEUROVANCE:

NEUROVANCE, INC.,
a Delaware corporation

By: _____
Franklin P. Bymaster, Chief Scientific Officer

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

EUTHYMICS:

EUTHYMICS BIOSCIENCE, INC.,
a Delaware corporation

By: _____
Anthony A. McKinney, President and Chief
Executive Officer

NEUROVANCE:

NEUROVANCE, INC.,
a Delaware corporation

By: _____
Frank P. Bymaster
Franklin P. Bymaster, Chief Scientific Officer

Digitally signed by Frank P. Bymaster
DN: cn=Frank P. Bymaster, o=Euthymics Bioscience
Inc., ou, email=fbymaster@euthymics.com, c=US
Date: 2011.12.22 18:16:40 -0500

ANNEX "A"

ASSETS

1. EB-1020 (a pharmaceutical product for the treatment of pain and other possible indications, "EB-1020").
2. All supplies of pharmaceutical preparations of EB-1020, and other supplies, work-in-progress, reagents and inventory related thereto.
3. All contracts with vendors, suppliers, consultants, contract research organizations, clinical trial consultants and advisors, regulatory consultants, and other service providers.
4. [Cash in the amount of \$_____.]
5. The following patents and patent applications:

Annex B
6. The following trademarks:

[list]
7. All know-how, trade secrets, chemical and biological materials, formulations, documents, studies, results, data and regulatory approvals, filings and correspondence (including drug master files), including biological, chemical, pharmacological, toxicological, pre-clinical, clinical and assay data, manufacturing processes and data, specifications, sourcing information, assays, and quality control and testing procedures, whether or not patented or patentable, in each case, to the extent related to EB-1020; provided, however, the foregoing excludes the patent that is licensed to Neurovance pursuant to the Intellectual Property License entered into between Euthymics and Neurovance pursuant to the Formation and Reorganization Agreement.
8. All applications, registrations, licenses, authorizations and approvals, all correspondence submitted to or received from all Regulatory Authorities (as hereinafter defined), including minutes and official contact reports relating to any communications with any Regulatory Authority) and all supporting documents and all preclinical and clinical studies and tests, relating to EB-1020 and all data contained in any of the foregoing. The foregoing shall include, without limitation, the clinical trial application to be filed by Euthymics with Health Canada, and any investigational new drug application filed with the U.S. Food and Drug Administration, for authorization to commence clinical studies in such countries. "Regulatory Authority" means any national or supranational government authority, including, without limitation, the U.S. Food and Drug Administration, the European Agency for the Evaluation of Medicinal Products, the Japanese Ministry of Health and Welfare, or any successors thereto.

ANNEX "B"

ASSIGNMENT OF PATENT RIGHTS

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENT RIGHTS (the "Agreement") is made and entered into effective the 22 day of December, 2011, by and between EUTHYMICS BIOSCIENCE, INC., a Delaware corporation (the "Assignor"), and NEUROVANCE, INC., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor is the holder of the exclusive right, title and interest in and to the patent rights (the "Patent Rights") listed on Appendix "A" hereto;

WHEREAS, the Assignor and the Assignee desire that the Assignor transfer the entire and exclusive right, title and interest in and to the Patent Rights;

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned and transferred to the Assignee and its successors, assigns, and nominees, as the assignee, without any restrictions, reservations or limitations:

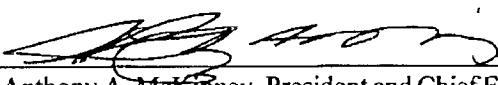
(a) the entire and exclusive right, title and interest in said Intellectual Property, including, but not limited to, the Patent Rights and any and all reissues and extensions thereof; and

(b) the sole right to file applications for patents under the patent laws of any country of the world in its name, and the sole right to have patents granted on said applications in its name to the full end of term for which said patents may be granted, as fully and entirely as the same would have been held by Assignor, had this assignment not been made, and to enforce said patents with the right to sue for and recover for its own use accrued profits or damages for any and all infringements with respect to which Assignor hereby waives any right to receive any portion thereof.

The Assignor hereby authorizes and requests that Patent Officials in the United States recognize Neurovance, Inc., as the assignee of Assignor's entire right, title and interest in and to the same, for the sole use and enjoyment of Neurovance, Inc., its successors and assigns.

IN TESTIMONY WHEREOF, I, Anthony A. McKinney, the President and Chief Executive Officer of Euthymics Bioscience, Inc., have hereunto set my hand this 22nd day of December, 2011.

EUTHYMICS BIOSCIENCE, INC.,
a Delaware corporation

By: 
Anthony A. McKinney, President and Chief Executive Officer

COMMONWEALTH OF MASSACHUSETTS

)

) ss.

)

Before me, a Notary Public in and for said County and State, on this 21 day of December, 2011, personally appeared Anthony A. McKinney, to me known to be the identical person who executed the foregoing Assignment and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

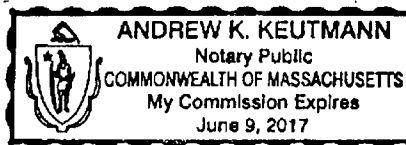
A. H. H.

Notary Public

Commission No.:

My Commission Expires:

June 9, 2017



APPENDIX A

<u>App. No.</u>	<u>Title</u>
13/221,892	Novel 1-Heteroaryl-3-Azabicyclo[3.1.0]Hexanes, Methods For Their Preparation And Their Use As Medicaments
13/207,199	Novel 1-Heteroaryl-3-Azabicyclo[3.1.0]Hexanes, Preparation And Use To Treat Neuropsychiatric Disorders
11/936,016	Novel Arylbicyclo [3.1.0] Hexylamines, And Methods And Compositions For Their Preparation And Use
13,334,066	Use Of (1R,5S)-(+)-1-(Naphthalen-2-yl)-3-Azabicyclo[3.1.0]Hexane In The Treatment Of Conditions Affected By Monoamine Neurotransmitters

ANNEX "C"

NEUROVANCE IP LICENSE

INTELLECTUAL PROPERTY LICENSE AGREEMENT

THIS INTELLECTUAL PROPERTY LICENSE AGREEMENT (the "AGREEMENT") made and entered into this 22nd day of December, 2011 ("EFFECTIVE DATE"), by and between EUTHYMICS BIOSCIENCE, INC., a Delaware corporation ("EUTHYMICS"), and NEUROVANCE, INC., a Delaware corporation ("NEUROVANCE").

WHEREAS, EUTHYMICS has certain intellectual property rights relating to manufacturing of pharmaceutical products;

WHEREAS, the parties have entered into that certain Formation and Reorganization Agreement by and between EUTHYMICS and NEUROVANCE dated December 12, 2011 (the "FORMATION AGREEMENT"), pursuant to which it is contemplated, among other things, that the parties would enter into this AGREEMENT, and in connection therewith, NEUROVANCE shall, on the EFFECTIVE DATE, issue to EUTHYMICS such number of shares of NEUROVANCE COMMON STOCK (as such term is defined in the FORMATION AGREEMENT) and NEUROVANCE SERIES A PREFERRED (as such term is defined in the FORMATION AGREEMENT) as specified in the FORMATION AGREEMENT, in consideration of the transactions contemplated by this AGREEMENT and the other transactions effected under the FORMATION AGREEMENT;

WHEREAS, NEUROVANCE desires to acquire certain rights to such EUTHYMICS technology for the purpose of manufacturing EB-1020, a pharmaceutical product developed by EUTHYMICS initially for the treatment of attention deficit/hyperactivity disorder ("EB-1020") and transferred to NEUROVANCE under the FORMATION AGREEMENT;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE 1 – DEFINITIONS

For the purposes of this AGREEMENT, and solely for that purpose, the terms and phrases set forth below and elsewhere in this AGREEMENT in capital letters shall be defined as follows:

- 1.01 "AFFILIATE" means any corporation or non-corporate entity which controls, is controlled by or is under the common control with a party hereto. A corporation or a non-corporate entity, as applicable, shall be regarded as in control of another corporation if it owns or directly or indirectly controls at least fifty percent (50%) of the voting stock of the other corporation, or in the absence of ownership of at least fifty percent (50%) of the voting stock of a corporation, or in the case of a non-corporate entity, if it possesses directly or indirectly, the power to direct or cause the direction of the management and policies of such corporation or non-corporate entity, as applicable.
- 1.02 "AGENT" means any employee, consultant, agent or individual or entity that has either assigned or licensed INTELLECTUAL PROPERTY to a party hereto.

- 1.03 "NEUROVANCE INDEMNITEES" shall have the meaning given in Section 10.02.
- 1.04 "EUTHYMICS INTELLECTUAL PROPERTY RIGHTS" means the EUTHYMICS PATENT RIGHTS and other INTELLECTUAL PROPERTY and TECHNOLOGY owned or controlled by EUTHYMICS.
- 1.05 "EUTHYMICS PATENT RIGHTS" means:
- (a) the patents and patent applications listed on APPENDIX A;
 - (b) together with all divisions, continuations, continuations-in-part (but only to the extent that the subject matter of each such continuation-in-part application is described in and enabled by the disclosure of the patent applications in (a) above), re-examinations, reissues, substitutions, or extensions thereof and patents issuing therefrom in the United States and non-U.S. jurisdictions.
- 1.06 "IMPROVEMENT" means any invention that is an improvement to, or modification of, an existing invention claimed in any patent application or patent that would infringe the EUTHYMICS PATENT RIGHTS.
- 1.07 "INTELLECTUAL PROPERTY" means all intellectual property rights worldwide arising under statutory or common law, and whether or not perfected, including, without limitation, all (A) patents and patent applications now existing or hereafter filed, issued or acquired, together with all divisions, continuations, continuations-in-part (but only to the extent that the subject matter of each such continuation-in-part application is described in and enabled by the disclosure of any such patent application), re-examinations, reissues, substitutions, or extensions thereof and patents issuing therefrom in the United States and non-U.S. jurisdictions; (B) rights associated with works of authorship including copyrights, copyright applications and copyright registrations; and (C) rights relating to the protection of trade secrets and know-how.
- 1.08 "LICENSE" means the license rights granted pursuant to Section 2.01.
- 1.09 "LICENSEABLE ACTIVITY" means any activity encompassed by one or more EUTHYMICS INTELLECTUAL PROPERTY RIGHTS, e.g., an activity which, absent a license, would give rise to liability for infringement (or inducement of infringement or contributory infringement) of the EUTHYMICS INTELLECTUAL PROPERTY RIGHTS.
- 1.10 "LICENSED PROCESS" means any method or process which is covered in whole or in part by a VALID CLAIM contained in the EUTHYMICS PATENT RIGHTS.

1.11 "LICENSED PRODUCT" means any product or part or component thereof, which:

- (a) is covered in whole or in part by any VALID CLAIM contained in the EUTHYMICS PATENT RIGHTS in the country in which any such product or part thereof is made, used or sold; and/or
- (b) is manufactured by using a process or is employed to practice a process which is covered in whole or in part by a VALID CLAIM contained in the EUTHYMICS PATENT RIGHTS in the country in which any LICENSED PROCESS is used or in which such product or part thereof is used or sold; and/or
- (c) in its intended use, practices, incorporates, or otherwise utilizes, in whole, or in part, a VALID CLAIM contained in the EUTHYMICS PATENT RIGHTS in the country in which any such product or part thereof is made, used, or sold.

"LICENSED PRODUCTS" shall also mean, unless the context otherwise clearly requires, the following terms, collectively: LICENSED PRODUCTS and LICENSED PROCESSES, and a LICENSED PROCESS shall be included within such term notwithstanding such process is not literally a physical "product".

1.12 "PROSECUTION ACTION" shall mean any action or suit, including, without limitation, a declaratory judgment action, brought under Section 5.02 against a THIRD PARTY in connection with any alleged infringement of the EUTHYMICS INTELLECTUAL PROPERTY RIGHTS.

1.13 "SUBLICENSE" and "SUBLICENSE AGREEMENT" means any relationship/agreement in which a THIRD PARTY gains any rights, temporary or otherwise, to any of the rights granted by EUTHYMICS to NEUROVANCE under this AGREEMENT (including, but not limited to, NEUROVANCE AFFILIATES, assignee(s), licensee(s), sublicensee(s), marketing partner(s) and the like, hereinafter, such THIRD PARTIES referred as "SUBLICENSEES"), including, but not limited to those granted via options, rights of first refusal, sublicenses (implied or expressed), and the like.

1.14 "TECHNOLOGY" means any and all technical information and/or materials, including, without limitation, formulae, excipients, ideas, manufacturing specifications, techniques, designs, sketches, drawings, models, inventions, know-how, processes, apparatus, methods, equipment, algorithms, software programs, data, software source code, other works of authorship, formulae and information concerning engineering, research, experimental work, development, production and design details, that are necessary or useful to practice the EUTHYMICS PATENT RIGHTS. Without limiting the generality of the foregoing,

“TECHNOLOGY” includes all regulatory documentation related to EB-1020, including, but not limited to, know-how, trade secrets, chemical and biological materials, formulations, documents, studies, results, data and regulatory approvals, filings and correspondence (including drug master files), including biological, chemical, pharmacological, toxicological, pre-clinical, clinical and assay data, manufacturing processes and data, specifications, sourcing information, assays, and quality control and testing procedures, whether or not patented or patentable, in each case, to the extent related to EB-1020 and which was not assigned to NEUROVANCE under the FORMATION AGREEMENT.

- 1.15 “TERRITORY” means the world.
- 1.16 “THIRD PARTY” means any individual or entity other than EUTHYMICS and/or NEUROVANCE.
- 1.17 “VALID CLAIM” means (i) an issued and unexpired claim within the EUTHYMICS PATENT RIGHTS that has not been permanently revoked or held invalid or unenforceable by a decision of a court or other governmental agency of competent jurisdiction and that has not been dedicated to the public or admitted to be invalid or unenforceable through reissue, disclaimer or otherwise, or (ii) a claim of a pending patent application within the EUTHYMICS PATENT RIGHTS that was filed in good faith, has not been pending for more than seven (7) years, and which has not been abandoned or finally disallowed without the possibility of appeal or refiling of such application contained in the EUTHYMICS PATENT RIGHTS in the country in which any such product or part thereof is made, used or sold.
- 1.18 Where appropriate, words denoting a singular number only shall include the plural and vice versa.
- 1.19 Certain other defined terms shall have the meanings given them elsewhere in this AGREEMENT.

ARTICLE 2 – LICENSE/SUBLICENSES/GRANTBACK

- 2.01 LICENSE. EUTHYMICS hereby grants to NEUROVANCE and NEUROVANCE hereby accepts from EUTHYMICS, subject to the terms, conditions and restrictions of this AGREEMENT, the fully paid-up, perpetual, worldwide right and non-exclusive license in the TERRITORY under the EUTHYMICS INTELLECTUAL PROPERTY RIGHTS, to engage in the following LICENSEABLE ACTIVITIES:
 - (a) develop, make, have made, import, use, lease, offer for sale, sell, have sold, and distribute LICENSED PRODUCTS;

- (b) develop, make, have made, import, use, lease, offer for sale, sell, have sold, and distribute LICENSED PROCESSES;
- (c) practice and use the EUTHYMICS INTELLECTUAL PROPERTY RIGHTS, other than EUTHYMICS PATENT RIGHTS, insofar as such practice and use is required to carry out the activities under subsections (a) and (b) above.

2.02 SUBLICENSES. NEUROVANCE shall not have the right to grant SUBLICENSES, other than SUBLICENSES granted by NEUROVANCE to an AFFILIATE thereof, without the prior written approval of EUTHYMICS. All SUBLICENSES shall be subject to the terms and conditions of this AGREEMENT, shall be no less favorable to or protective of EUTHYMICS than this AGREEMENT except as expressly stated in this AGREEMENT and NEUROVANCE shall remain responsible for the performance of its THIRD PARTY sublicensees. NEUROVANCE shall use commercially reasonable efforts to enforce the terms of any SUBLICENSE AGREEMENTS. NEUROVANCE further agrees to provide EUTHYMICS with a copy of all SUBLICENSE AGREEMENTS within thirty (30) days of execution of each subject SUBLICENSE.

2.03 NO OTHER RIGHTS GRANTED. The LICENSE granted under this AGREEMENT will not be construed to confer any rights upon NEUROVANCE by implication, estoppel or otherwise as to any intellectual property data, technology or other property rights held by EUTHYMICS (solely or jointly) not specifically set forth herein, regardless of whether such property rights are dominant or subordinate to any of the EUTHYMICS PATENT RIGHTS.

2.04 GRANTBACK. As further compensation for the LICENSE granted in this AGREEMENT to NEUROVANCE, NEUROVANCE hereby grants to EUTHYMICS a nonexclusive, irrevocable, royalty-free license (with the right to sublicense) to any and all IMPROVEMENTS made or developed by or for NEUROVANCE during the TERM of this AGREEMENT. NEUROVANCE agrees to promptly disclose to EUTHYMICS any IMPROVEMENTS made by or for NEUROVANCE.

ARTICLE 3 - LICENSE CONSIDERATION

3.01 COMPENSATION TO EUTHYMICS. In consideration of the rights granted to NEUROVANCE pursuant to this AGREEMENT by EUTHYMICS, among other things, and pursuant to the FORMATION AGREEMENT, NEUROVANCE shall issue the shares of NEUROVANCE COMMON STOCK and shares of NEUROVANCE SERIES A PREFERRED as required by the FORMATION AGREEMENT (collectively, the "SHARES"). NEUROVANCE hereby represents and warrants to EUTHYMICS that the SHARES represent all of the

issued and outstanding shares of common stock and series a preferred stock of NEUROVANCE and are fully-paid and nonassessable.

ARTICLE 4 - INFRINGEMENT OF THIRD-PARTY RIGHTS

- 4.01 COUNSEL/DEFENSE/SETTLEMENT. In the event that EUTHYMICS or NEUROVANCE is charged with infringement of a patent by a THIRD PARTY as a result of activities pursuant to this AGREEMENT, such party shall promptly notify the other in writing of any such allegation by such THIRD PARTY. EUTHYMICS shall have the sole right to control any defense of any such claim involving alleged infringement of THIRD PARTY patents by the activities of either EUTHYMICS or NEUROVANCE at the sole expense of NEUROVANCE and at EUTHYMICS' own election and by counsel of its own choice. Neither party shall have the right to settle any patent infringement litigation under this Section 4.01 relating to any EUTHYMICS INTELLECTUAL PROPERTY RIGHTS in a manner that diminishes the rights or interests of the other party without the written consent of such other party (which shall not be unreasonably withheld).
- 4.02 ASSISTANCE. Each party will give the other party reasonable assistance, at such other party's request and expense, in the defense of any such infringement charge or lawsuit under Section 4.01, as may be reasonably required.

ARTICLE 5 - INFRINGEMENT OF PATENT RIGHTS BY THIRD PARTIES

- 5.01 NOTICE. Each party to this AGREEMENT is obligated to inform the other promptly in writing of any alleged infringement of which it becomes aware and of any available evidence of infringement by a THIRD PARTY of any INTELLECTUAL PROPERTY within the EUTHYMICS INTELLECTUAL PROPERTY RIGHTS.
- 5.02 PROSECUTION RIGHTS.
- (a) EUTHYMICS RIGHT. In connection with any PROSECUTION ACTION, EUTHYMICS shall have the right, but not the obligation, to either:
- (i) initiate and control the prosecution of the PROSECUTION ACTION; and/or
 - (ii) settle the PROSECUTION ACTION by sub-licensing the alleged infringer or by other means.
- (b) NEUROVANCE PARTICIPATION. NEUROVANCE shall have the right to have its counsel advised concerning such PROSECUTION ACTION

and to have its counsel consult with EUTHYMICS concerning the conduct of the PROSECUTION ACTION.

5.03 NO INDEPENDENT ACTION BY NEUROVANCE. NEUROVANCE shall have no right, independent of this Article 5, to prosecute any PROSECUTION ACTION.

5.04 ALLOCATION OF COSTS, RECOVERIES.

(a) SOLE PROSECUTION BY EUTHYMICS. In the event EUTHYMICS elects to prosecute the PROSECUTION ACTION under Section 5.02(a), the total cost of any such action commenced at the control of EUTHYMICS shall be borne by NEUROVANCE. Any recovery of damages for any infringement shall be divided between EUTHYMICS and NEUROVANCE by mutual agreement, based upon the extent to which each has been injured in such infringement. EUTHYMICS may use the name of NEUROVANCE as a party plaintiff in any such suit.

(b) NEUROVANCE RIGHTS. In the event EUTHYMICS does not undertake action to prevent the infringing activity within three (3) months of having been made aware and notified thereof, NEUROVANCE shall have the right, but not the obligation, to prosecute at its own expense the PROSECUTION ACTION and, in furtherance of such right, NEUROVANCE may use the name of EUTHYMICS as a party plaintiff in any such suit without expense to EUTHYMICS. The total cost of any such infringement action commenced or defended solely by NEUROVANCE shall be borne by NEUROVANCE. Any recovery of damages by NEUROVANCE for any infringement shall be divided between EUTHYMICS and NEUROVANCE by mutual agreement, based upon the extent to which each has been injured in such infringement .

5.05 COOPERATION. In any PROSECUTION ACTION instituted by either party, the other party hereto shall, at the request and expense of NEUROVANCE, reasonably cooperate in all respects and, to the extent reasonably possible, have its employees testify when requested and make available relevant records, papers, information, samples, specimens, and the like.

5.06 FUTURE INFRINGEMENT. NEUROVANCE may not SUBLICENSE any LICENSED PRODUCT to an alleged infringer under the EUTHYMICS INTELLECTUAL PROPERTY RIGHTS in the TERRITORY, whether or not to avoid infringement in the future, without the prior written consent of EUTHYMICS.

- 5.07 SETTLEMENT. NEUROVANCE shall have no right to settle any PROSECUTION ACTION under this Article 5 without the prior written consent of EUTHYMICS, which consent shall not be unreasonably withheld.

ARTICLE 6 - DURATION AND TERMINATION

- 6.01 EFFECTIVE DATE AND LICENSE TERM. This AGREEMENT shall become effective upon the EFFECTIVE DATE, and shall continue in effect until terminated in accordance with any of the provisions herein.
- 6.02 NEUROVANCE VOLUNTARY TERMINATION. NEUROVANCE may terminate this AGREEMENT at any time and for any reason by giving EUTHYMICS written notice at least three (3) months prior to the effective date of such termination.
- 6.03 TERMINATION DUE TO FRAUD, ETC. Either party may immediately terminate this AGREEMENT for fraud, willful misconduct, or illegal conduct of the other party, in all such cases with respect to the subject matter of this AGREEMENT, upon written notice of same to that other party.
- 6.04 TERMINATION DUE TO BREACH. If either party fails to fulfill any of its material obligations under this AGREEMENT (a "MATERIAL BREACH"), the non-breaching party may terminate this AGREEMENT, following written notice to the breaching party, as provided below. Such notice must contain a full description of the event or occurrence constituting a MATERIAL BREACH of the AGREEMENT. If (a) the party receiving notice of the MATERIAL BREACH does not cure that MATERIAL BREACH within ninety (90) days of receipt of notice, the termination will be effective as of the ninety first (91st) day after receipt of notice or (b) if such MATERIAL BREACH is not susceptible of cure within such ninety (90) day period, such party has not taken appropriate steps to commence such cure during such ninety (90) day period and continued to diligently pursue such cure in a manner reasonably assuring such cure within a reasonable period of time thereafter, the termination will be effective as of a further written notice to such effect by the non breaching party.
- 6.05 INFRINGEMENT OF EUTHYMICS INTELLECTUAL PROPERTY RIGHTS. In addition to termination rights stated elsewhere in this AGREEMENT, EUTHYMICS shall have the right to terminate this AGREEMENT, by giving written notice to NEUROVANCE as provided in Section 6.04, if NEUROVANCE makes any use of EUTHYMICS INTELLECTUAL PROPERTY RIGHTS not authorized under this AGREEMENT and NEUROVANCE does not cease such unauthorized activities within ninety (90) days of receipt of notice, with such termination becoming effective as of the ninety first (91st) day after receipt of notice. EUTHYMICS' right to terminate under this Section 6.05 is in addition to, and not in lieu of, other rights and

remedies in law or equity which might be available to it for such conduct by NEUROVANCE.

- 6.06 BANKRUPTCY OF EUTHYMICS. All rights and licenses granted under or pursuant to this AGREEMENT by EUTHYMICS are, and will otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code, licenses of right to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code. The parties agree that NEUROVANCE, as licensee of such rights under this AGREEMENT, will retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against EUTHYMICS under the U.S. Bankruptcy Code, NEUROVANCE will be entitled to a complete duplicate of (or complete access to, as appropriate) any such INTELLECTUAL PROPERTY and all embodiments of such INTELLECTUAL PROPERTY, and same, if not already in its possession, will be promptly delivered to it (i) upon any such commencement of a bankruptcy proceeding upon its written request therefor, unless EUTHYMICS elects to continue to perform all of its obligations under this AGREEMENT, or (ii) if not delivered under (i) above, following the rejection of this AGREEMENT by or on behalf of EUTHYMICS upon written request therefor by NEUROVANCE.
- 6.07 BANKRUPTCY OF NEUROVANCE; ATTACHMENT; CESSATION OF BUSINESS. If any of the following events shall occur, this AGREEMENT shall automatically terminate, and, in such event, NEUROVANCE, its receivers, trustees, assignees, creditors (judgment and otherwise), or other representatives, shall thereafter have no right to sell, exploit or in any way deal with the LICENSED PRODUCTS or EUTHYMICS INTELLECTUAL PROPERTY RIGHTS:
- (a) NEUROVANCE shall become bankrupt or insolvent, the business of NEUROVANCE shall be placed in the hands of a receiver or trustee, whether by the voluntary act of NEUROVANCE or otherwise, or a petition in bankruptcy or for reorganization is filed by or against it, or any insolvency proceedings are instituted by or against it;
 - (b) any distress, execution or attachment is sought or levied on this AGREEMENT or on such of NEUROVANCE'S manufacturing or other equipment as used in the production and distribution of the LICENSED PRODUCTS and remains undischarged for a period of thirty (30) days;
 - (c) NEUROVANCE shall cease to exist as an active business.
- 6.08 EFFECT OF TERMINATION. Notwithstanding anything to the contrary in this AGREEMENT, neither expiration nor any termination of this AGREEMENT shall remove any rights or obligations of either party to the other party which

were incurred under this AGREEMENT prior to and as of the effective date of any expiration or termination.

- 6.09 CEASE COMMERCIAL USE ON TERMINATION. On or before the effective date of any expiration or termination of this AGREEMENT under Sections 6.02, 6.03 (due to fraud by NEUROVANCE), 6.04 (due to breach by NEUROVANCE), 6.05, or 6.07, NEUROVANCE shall cease the manufacture, use, practice, lease, and sale, offering, distribution, and other commercialization of LICENSED PRODUCTS.
- 6.10 RETURN OF MATERIALS. Within thirty (30) days of any expiration or termination of this AGREEMENT pursuant to which Section 6.09 applies, NEUROVANCE shall (i) return to EUTHYMICS or destroy, as directed by EUTHYMICS, all information, data, and any relevant materials provided to NEUROVANCE during the term of this AGREEMENT and (ii) destroy all LICENSED PRODUCTS in a safe and legal manner, except to the extent continued commercialization of LICENSED PRODUCTS is permitted under Section 6.09. Further, if applicable, NEUROVANCE shall provide EUTHYMICS with a written statement signed by an authorized representative of NEUROVANCE certifying the destruction of all LICENSED PRODUCTS in a safe and legal manner, as well as the destruction of said information data, and relevant materials if such instructions for destruction are given by EUTHYMICS.

ARTICLE 7 - CONFIDENTIALITY

- 7.01 CONFIDENTIAL INFORMATION. EUTHYMICS and NEUROVANCE each agree to treat any proprietary information disclosed to it by the other party under this AGREEMENT ("CONFIDENTIAL INFORMATION") as confidential and to avoid disclosure of such information to any other person, firm or corporation, except to AFFILIATES bound by the obligations of confidentiality and restricted use set forth in this Article 7, and either party shall be liable for unauthorized disclosure or failure to exercise such reasonable care. Further, the receiving party will not use the disclosing party's CONFIDENTIAL INFORMATION other than for the benefit of the parties hereto and relating to this AGREEMENT. These obligations of non-disclosure and restricted use shall remain in effect as long as this AGREEMENT is in effect and for a period of five (5) years thereafter. CONFIDENTIAL INFORMATION shall not include any information that the receiving party can prove by competent written evidence:
- (a) is already known to the receiving party at the time of the disclosure;
 - (b) becomes publicly known without the wrongful act or breach of this AGREEMENT by the receiving party;
 - (d) is rightfully received by the receiving party from a THIRD PARTY on a non-confidential basis; or

- (e) is subsequently and independently developed by AGENTS of the party who had no knowledge of the information, as verified by written records.

7.02 **PRESS RELEASES.** It is understood that the parties may desire or be required to issue press releases relating to this AGREEMENT or activities thereunder. The parties agree to consult with each other reasonably and in good faith with respect to the text and timing of such press releases prior to the issuance thereof, provided that a party may not unreasonably withhold consent to such releases, and that either party may issue such press releases as it determines, based on advice of counsel, are reasonably necessary to comply with laws or regulations or for appropriate market disclosure. Each party agrees to review each press release within forty-eight (48) hours after receiving the press release from the other party. In addition, following the initial press release announcing this AGREEMENT, either party shall be free to disclose, without the other party's prior written consent, the existence of this AGREEMENT, the identity of the other party and those terms of this AGREEMENT that have already been publicly disclosed in accordance herewith.

ARTICLE 8 - NOTICES

8.01 **NOTICE.** It shall be a sufficient giving of any notice, request, report, statement, disclosure or other communication hereunder if the party giving the same shall:

- (a) hand deliver such communication; or
- (b) mail such a communication, postage prepaid, first class, certified mail; or
- (c) send such communication, shipping prepaid by national/international courier service

to the party to receive such communication at the address given below, or such other address as may hereafter be designated by notice in writing by the appertaining party.

EUTHYMICS:

NEUROVANCE:

EUTHYMICS BIOSCIENCE, INC.

NEUROVANCE, INC.

Attn: Chief Executive Officer

Attn: President

43 Thorndike Street, Suite S-1

43 Thorndike Street, Suite S-1

Cambridge, Massachusetts 02141

Cambridge, Massachusetts 02141

- 8.02 DATE OF NOTICE. The date of giving any such notice, request, report, statement, disclosure or other communications, and the date of making any payment hereunder required (provided such payment is received), shall be the actual date of receipt.

ARTICLE 9 - ASSIGNMENT

- 9.01 This AGREEMENT shall be binding upon and inure to the benefit of the respective permitted successors and assigns of the parties hereto. However, neither this AGREEMENT nor any rights or obligations hereunder may be assigned, pledged or otherwise transferred by either party without the prior written approval of the other party, such approval not to be unreasonably withheld; provided that either party may assign this AGREEMENT and its rights and obligations hereunder without the other party's consent in connection with the transfer or sale of all or substantially all of the business of such party to which this AGREEMENT relates to a THIRD PARTY, whether by merger, sale of stock, sale of assets or otherwise. In the event of such transaction, however, INTELLECTUAL PROPERTY rights of the acquiring party to such transaction (if other than one of the parties to this AGREEMENT) shall not be included in the EUTHYMICS INTELLECTUAL PROPERTY RIGHTS licensed hereunder to NEUROVANCE or assignable to EUTHYMICS.

ARTICLE 10 - INDEMNITY, INSURANCE, REPRESENTATIONS, STATUS

- 10.01 INDEMNIFICATION OF EUTHYMICS. EUTHYMICS, and its officers, directors, employees and agents (such persons referred to collectively, as the "EUTHYMICS INDEMNITEES") will be indemnified, defended by counsel reasonably acceptable to EUTHYMICS, and held harmless by NEUROVANCE from and against any claim, liability, cost, expense, damage, deficiency, loss or obligation, of any kind or nature (including, without limitation, reasonable attorneys' fees and other costs and expenses of defense) (collectively, "CLAIMS") incurred by any EUTHYMICS INDEMNITEE as a result of any THIRD PARTY claim or action based upon, arising out of, or otherwise relating to (i) any MATERIAL BREACH of any representation or warranty made by NEUROVANCE under this AGREEMENT, or (ii) the development, manufacture, use, handling, storage, sale or other disposition of any LICENSED PRODUCT by NEUROVANCE or any SUBLICENSEE. However, the foregoing indemnity shall not apply to CLAIMS to the extent that they are (w) subject to EUTHYMICS' indemnification obligation under Section 10.02, (x) caused by the negligence or willful misconduct of any EUTHYMICS INDEMNITEE, and/or (y) caused by a MATERIAL BREACH of this AGREEMENT by EUTHYMICS.
- 10.02 INDEMNIFICATION OF NEUROVANCE. NEUROVANCE and its SUBLICENSEES, and their respective officers, directors, employees and AGENTS (such persons referred to collectively, as the "NEUROVANCE

INDEMNITEES") will be indemnified, defended by counsel reasonably acceptable to NEUROVANCE, and held harmless by EUTHYMICS from and against any CLAIMS incurred by any NEUROVANCE INDEMNITEE as a result of any THIRD PARTY claim or action based upon, arising out of, or otherwise relating to any MATERIAL BREACH of any representation or warranty made by EUTHYMICS under this AGREEMENT. However, the foregoing indemnity shall not apply to CLAIMS to the extent that they (x) are caused by the gross negligence or willful misconduct of any NEUROVANCE INDEMNITEE, or (y) are caused by a MATERIAL BREACH of this AGREEMENT by NEUROVANCE.

10.03 INSURANCE. NEUROVANCE will purchase and maintain in effect, at its sole expense, with reputable insurance companies, appropriate insurance policies, including, but not limited to a policy of product liability insurance and a policy of general liability insurance, in such amounts as is reasonably sufficient and commercially reasonable to protect against its liability under Section 10.01 above. Further, NEUROVANCE will require that every SUBLICENSEE purchase and maintain in effect, at its sole expense, with reputable insurance companies, appropriate insurance policies, including, but not limited to a policy of product liability insurance and a policy of general liability insurance, in such amounts as is reasonably sufficient and commercially reasonable to protect against their respective liability as regards Section 10.01 above. It is understood and agreed that NEUROVANCE and/or SUBLICENSEES (as the case may be) shall not be required to possess product liability insurance under this Section 10.03 until the commencement of clinical studies, sale, lease, or provision of LICENSED PRODUCTS, whichever is the earliest to occur. EUTHYMICS shall have the right to ascertain from time to time that any required coverage under this Section 10.03 exists, such right to be exercised by EUTHYMICS in a reasonable manner. EUTHYMICS will purchase and maintain in effect, at its sole expense, with reputable insurance companies, appropriate insurance policies in such amounts as is reasonably sufficient and commercially reasonable to protect against its liability under Section 10.02 above. NEUROVANCE shall have the right to ascertain from time to time that any required coverage under this Section 10.03 exists, such right to be exercised by NEUROVANCE in a reasonable manner.

10.04 NO WARRANTIES. EUTHYMICS MAKES NO REPRESENTATIONS NOR EXTENDS ANY WARRANTIES OF ANY KIND. IN PARTICULAR, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE EUTHYMICS INTELLECTUAL PROPERTY RIGHTS DOES NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER RIGHTS. IN ADDITION, NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY EUTHYMICS OF THE VALIDITY OF ANY OF THE EUTHYMICS INTELLECTUAL PROPERTY RIGHTS OR THE ACCURACY OR USEFULNESS, FOR ANY PURPOSE, OF THE EUTHYMICS INTELLECTUAL PROPERTY RIGHTS. EUTHYMICS

SHALL HAVE NO OBLIGATION, EXPRESS OR IMPLIED, TO SUPERVISE, MONITOR, REVIEW OR OTHERWISE ASSUME RESPONSIBILITY FOR THE PRODUCTION, MANUFACTURE, TESTING, MARKETING OR SALE OF ANY LICENSED PRODUCT. (FOR AVOIDANCE OF DOUBT, IT IS UNDERSTOOD AND AGREED THAT ANY SUCH ACTIVITY DESCRIBED IN THE PRECEDING SENTENCE BY ONE OR MORE OF THE OFFICERS, DIRECTORS AND/OR AGENTS OF EUTHYMICS SHALL BE DEEMED TO BE OUTSIDE THEIR RESPECTIVE CAPACITY AS AN OFFICER, DIRECTOR, EMPLOYEE AND/OR AGENT, AS THE CASE MAY BE.)

10.05 Neither party hereto is an agent of the other party for any purpose whatsoever.

ARTICLE 11 - USE OF A PARTY'S NAME

11.01 Subject to Article 7, neither party will, without the prior written consent of the other party:

- (a) use in any publication, advertising, publicity, press release, promotional activity or otherwise, any trade-name, personal name, trademark, trade device, service mark, symbol, image, icon, or any abbreviation, contraction or simulation thereof owned by the other party;
- (b) use the name or image of any employee, consultant, or AGENT of the other party in any publication, publicity, advertising, press release, promotional activity or otherwise; or
- (c) represent, either directly or indirectly, that any product or service of the other party is a product or service of the representing party or that it is made in accordance with or utilizes the information or documents of the other party.

ARTICLE 12 – SEVERANCE AND WAIVER

12.01 SEVERABILITY. Each clause of this AGREEMENT is a distinct and severable clause and if any clause is deemed illegal, void or unenforceable, the validity, legality or enforceability of any other clause or portion of this AGREEMENT will not be affected thereby.

12.02 WAIVER. The failure of a party in any instance to insist upon the strict performance of the terms of this AGREEMENT will not be construed to be a waiver or relinquishment of any of the terms of this AGREEMENT, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such terms will continue in full force and effect.

ARTICLE 13 - TITLES

- 13.01 All titles and article headings contained in this AGREEMENT are inserted only as a matter of convenience and reference. They do not define, limit, extend or describe the scope of this AGREEMENT or the intent of any of its provisions.

ARTICLE 14 – SURVIVAL OF TERMS

- 14.01 Except as set forth below or elsewhere in this AGREEMENT, the obligations and rights of the parties under Sections 6.06 – 6.10, and 7.01, and Articles 1, 10, 11, 12, 14, 15, and 16 shall survive the expiration or termination of this AGREEMENT.

ARTICLE 15 – GOVERNING LAW; VENUE

- 15.01 This AGREEMENT shall be construed as having been entered into in the Commonwealth of Massachusetts and shall be interpreted in accordance with and its performance governed by the laws of the Commonwealth of Massachusetts. Notwithstanding the foregoing, questions affecting the construction and effect of any patent in EUTHYMICS PATENT RIGHTS shall be determined by the law of the country in which the patent was granted.
- 15.02 In the event any action shall be brought to enforce or interpret the terms of this AGREEMENT, the parties agree that such action will be brought in the U.S. District Court for the District of Massachusetts, and the parties hereby submit to the jurisdiction and venue of said court.

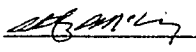
ARTICLE 16 - ENTIRE UNDERSTANDING

- 16.01 This AGREEMENT represents the entire understanding between the parties, and supersedes all other agreements, express or implied, between the parties concerning the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the dates set forth below.

EUTHYMICS BIOSCIENCE, INC.

By:  Digitally signed by Anthony McKinney
DN: c=US, st=MA, l=Cambridge,
email=amckinney@euthymics.com,
o=Euthymics Bioscience, Inc.,
cn=Anthony McKinney
Date: 2011.12.23 11:24:45 -0500

Anthony A. McKinney, Chief
Executive Officer

Date: _____

NEUROVANCE, INC.

By: _____
Franklin P. Bymaster, Chief Scientific
Officer

Date: _____

**SIGNATURE PAGE TO
LICENSE AGREEMENT**

**PATENT
REEL: 027464 FRAME: 0308**

IN WITNESS WHEREOF, the parties hereto have executed this **AGREEMENT** on the dates set forth below.

EUTHYMICS BIOSCIENCE, INC.

NEUROVANCE, INC.

By: _____
Anthony A. McKinney, Chief
Executive Officer

Date: _____

By: Frank P. Bymaster
Digitally signed by Frank P. Bymaster
DN: c=US, o=Frank P. Bymaster, ou=Euthymics Bioscience Inc.,
email=frank.bymaster@euthymics.com, cn=US
Date: 2011.12.22 18:08:09 -05'00'
Franklin P. Bymaster, Chief Scientific
Officer

Date: 12/22/2011

**SIGNATURE PAGE TO
LICENSE AGREEMENT**

**PATENT
REEL: 027464 FRAME: 0309**

APPENDICES

APPENDIX A— EUTHYMICS PATENT RIGHTS

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENT RIGHTS (the "Agreement") is made and entered into effective the 22 day of December, 2011, by and between EUTHYMICS BIOSCIENCE, INC., a Delaware corporation (the "Assignor"), and NEUROVANCE, INC., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor is the holder of the exclusive right, title and interest in and to the patent rights (the "Patent Rights") listed on Appendix "A" hereto;

WHEREAS, the Assignor and the Assignee desire that the Assignor transfer the entire and exclusive right, title and interest in and to the Patent Rights;

NOW, THEREFORE, in consideration of the premises, the parties agree as follows:

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has assigned and transferred to the Assignee and its successors, assigns, and nominees, as the assignee, without any restrictions, reservations or limitations:


(a) the entire and exclusive right, title and interest in said Intellectual Property, including, but not limited to, the Patent Rights and any and all reissues and extensions thereof; and

(b) the sole right to file applications for patents under the patent laws of any country of the world in its name, and the sole right to have patents granted on said applications in its name to the full end of term for which said patents may be granted, as fully and entirely as the same would have been held by Assignor, had this assignment not been made, and to enforce said patents with the right to sue for and recover for its own use accrued profits or damages for any and all infringements with respect to which Assignor hereby waives any right to receive any portion thereof.

The Assignor hereby authorizes and requests that Patent Officials in the United States recognize Neurovance, Inc., as the assignee of Assignor's entire right, title and interest in and to the same, for the sole use and enjoyment of Neurovance, Inc., its successors and assigns.

IN TESTIMONY WHEREOF, I, Anthony A. McKinney, the President and Chief Executive Officer of Euthymics Bioscience, Inc., have hereunto set my hand this 22nd day of December, 2011.

EUTHYMICS BIOSCIENCE, INC.,
a Delaware corporation

By: 
Anthony A. McKinney, President and Chief Executive
Officer

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

)
) ss.
)

Before me, a Notary Public in and for said County and State, on this 22 day of December, 2011, personally appeared Anthony A. McKinney, to me known to be the identical person who executed the foregoing Assignment and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

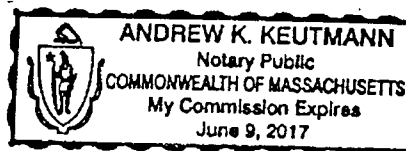


Notary Public

Commission No.: _____

My Commission Expires:

June 9, 2017



APPENDIX A

<u>App. No.</u>	<u>Title</u>
13/221,892	Novel 1-Heteroaryl-3-Azabicyclo[3.1.0]Hexanes, Methods For Their Preparation And Their Use As Medicaments
13/207,199	Novel 1-Heteroaryl-3-Azabicyclo[3.1.0]Hexanes, Preparation And Use To Treat Neuropsychiatric Disorders
11/936,016	Novel Arylbicyclo [3.1.0] Hexylamines, And Methods And Compositions For Their Preparation And Use
13,334,066	Use Of (1R,5S)-(+)-1-(Naphthalen-2-yl)-3-Azabicyclo[3.1.0]Hexane In The Treatment Of Conditions Affected By Monoamine Neurotransmitters

Assignor: EUTHYMICS BIOSCIENCE, Inc.
Assignee: NEUROVANCE, Inc.

RECORDED: 12/29/2011

PATENT
REEL: 027464 FRAME: 0313