

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dow Pharmaceutical Sciences	01/16/2004
RECEIVING PARTY DATA	
Name:	NeurogesX, Inc.
Street Address:	999 Baker Way, Suite 200
City:	San Mateo
State/Country:	CALIFORNIA
Postal Code:	94404
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13596773
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ATTORNEY DOCKET NUMBER:	524522000503
NAME OF SUBMITTER:	Lisa A. Amii
Total Attachments: 2 source=Assign_Dow to NeurogesX_2000503#page1.tif source=Assign_Dow to NeurogesX_2000503#page2.tif	

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## ASSIGNMENT

WHEREAS, Dow Pharmaceutical Sciences, a California corporation (hereinafter "assignor"), having its principal place of business at 1330A Redwood Way, Petaluma, California 94954-1169, witnesseth:

WHEREAS said assignor has acquired certain rights, title and interest in an invention entitled "COMPOSITIONS AND KITS FOR THE REMOVAL OF IRRITATING COMPOUNDS FROM BODILY SURFACES" set forth in an application in the United States Patent and Trademark Office, bearing application number 10/655,911, filed on September 5, 2003, 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 "assignee"), is desirous of acquiring the assignor's interest in and to said inventions and said applications for Letters Patent of the United States, and in and to any Letter Patent or Patents, United States or foreign, to be obtained therefor and thereon:

NOW, THEREFORE, in consideration of and in exchange for the sum of One Dollar (\$1.00) to be paid by assignee and other good and valuable consideration, the receipt of which is hereby acknowledged, assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer and set over, unto the said assignee, its successors, legal representatives and assigns, the assignor's entire interest in and to the above-mentioned invention, applications for Letters Patent, and any and all Letters Patent or Patents in the United States of America and all foreign countries that 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 the said assignees, for their own use and the use of their 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, the said assignor hereby covenants and agrees to and with the assignee its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, the said assignor's interest in and to the said inventions and the applications for Letters Patent above-mentioned are unencumbered and that the said assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth.

AND assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all Letters Patent or Patents of the United States on said inventions or resulting from said applications and any continuations, divisionals and reissues thereof to

assignee as assignee of the entire interest of assignor, and hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

Assignor

Jan 16, 2004

Date

R.W. Anderson

For:

Dow Pharmaceutical Sciences

Printed Name:

R.W. Anderson

Title:

Vice President Finance and Administration