

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cypress Bioscience, Inc.	03/16/2011
RECEIVING PARTY DATA	
Name:	SAVELLA AIV LLC
Street Address:	110 East 59th Street
Internal Address:	33rd floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6635675
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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NAME OF SUBMITTER:	Robert Prince
Signature:	/Robert Prince/
Date:	07/28/2013
Total Attachments: 6 source=SKMBT_C552D12041014000#page1.tif	

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ASSIGNMENT OF PATENT RIGHTS

This Patent Assignment (this "Assignment") is made effective this 16th day of March, 2011, by and between Cypress Bioscience, Inc. ("Assignor"), and SAVELLA AIV LLC ("Assignee").

WHEREAS, Assignor possesses certain rights in and to, the patents and patent applications (and patents issuing on such applications) listed in Schedule A attached hereto and the invention(s) described and/or claimed in such patents and patent applications (collectively, the "Patent Rights"); and

WHEREAS, Assignee and Assignor are parties to that certain a Contribution, Assignment and Assumption Agreement between Savella and Cypress dated as of the date hereof (the "Contribution Agreement"), pursuant to which Assignor is transferring, selling and conveying to Assignee certain of the assets of Assignor, including the Patent Rights.

NOW, THEREFORE, in consideration of the premises set forth above and in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto Assignee, its successors, assigns, and legal representatives, Assignor's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the invention(s) described and/or claimed in the Patent Rights (the "Inventions"), together with Assignor's entire right, title and interest in and to the Patent Rights and such other patents as may issue thereon or claim priority under United States law or international convention, including but not limited to non-provisionals, continuations, divisionals, reissues, reexaminations, extensions, and substitutions of patents and patent applications within the Patent Rights or such other patents, and any right, title and interest Assignor may have in applications to which the Patent Rights claim priority; the Inventions and the Patent Rights to be held and enjoyed by Assignee for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said patents may be granted as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made; and Assignor hereby conveys all of its rights arising under or pursuant to any and all United States laws and international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for patent, including but not limited to any cause(s) of action and damages accruing prior to this assignment. Assignor hereby acknowledges that this assignment, being of Assignor's entire right, title and interest in and to the Inventions and the Patent Rights carries with it the right in Assignee to apply for and obtain from competent authorities in all countries of the world any and all patents by attorneys and agents of Assignee's selection and the right to procure the grant of all patents to Assignee in its own name as Assignee of Assignor's entire right, title and interest therein.

Assignor hereby further agrees for itself and its successors, assigns, agents, and legal representatives to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the Patent Rights to Assignee, its successors, assigns, and legal representatives, as well as to third parties at the request of

Assignee including the execution of documents (including, without limitation, petitions, specifications, oaths, assignments, disclaimers, declarations and affidavits) relating to non-provisional, substitution, continuation, divisional, reissue, reexamination, or corresponding foreign or international patent applications within the Patent Rights, as requested by Assignee, and generally do everything possible to aid Assignee, its successors, assigns and legal representatives to obtain, record, maintain, and enforce full protection for the Inventions in all countries, but in each instance at Assignee's reasonable expense.

Assignor hereby further agrees to provide statements or testimony in any interference or other proceeding in which any of the Patent Rights may be involved.

Assignor does hereby authorize and request the Director of the United States Patent and Trademark Office and the empowered officials of all other governments to issue such Patent Rights or patents as shall be granted upon the Patent Rights, or applications based thereon, to Assignee, its successors, assigns, or legal representatives.

This Assignment may be executed in one or more counterparts and each counterpart shall be deemed to be an original. This Agreement may also be executed and delivered in counterparts executed and delivered via facsimile transmission, and any such counterpart executed and delivered via facsimile transmission shall be deemed an original for all intents and purposes.

No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both Assignor and Assignee, making specific reference to this Assignment by date, parties, and subject matter. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

CYPRESS BIOSCIENCE, INC.

By: George W. Lloyd
Name: George W. Lloyd
Title: Authorized Representative

ASSIGNEE:

SAVELLA AIV LLC

By: George W. Lloyd
Name: George W. Lloyd
Title: Authorized Representative

SCHEDULE A

Patent Rights

Methods of Treating Fibromyalgia Syndrome (CYPR 100 CT)

- US 6,602,911
- US 6,992,110
- US 7,820,643
- US 7,888,342
- PCT/US02/40976

Methods of Treating Chronic Fatigue Syndrome (CYPR 100)

- US 6,635,675
- PCT/US02/35396

Methods of Treating Depression Secondary to Pain (CYPR 101)

- PCT/US03/23088
- USSN 60/398,676
- USSN 60/443,035

Methods of Treating Attention Deficit/Hyperactivity Disorder

- PCT/US03/04095
- USSN 60/356,688

Methods of Treating Visceral Pain Syndromes (CYPR 103)

- USSN 10/391,110
- PCT/US03/08155
- USSN 60/364,531

Methods of Treating Functional Somatic Syndromes & Stress-related disorders (CYPR 104/110)

- USSN 10/424,212
- USSN 60/375,068
- USSN 60/464,288
- PCT/US03/13247

Methods of Assessing the Level Of A Subjective Symptom (P CYP 1004)

- USSN 10/097,184

Treatment Of Cognitive Dysfunctions (CYPR 106)

- USSN 60/427,767
- USSN 60/443,143 .
- USSN 60/479,761

Treatment Of Sleep Disorders (CYPR 107)

- USSN 60/422,659
- USSN 60/443,054

Increased And Divided Daily Dosage Of Anti-Depressant To Treat Pain And

Functional Somatic Symptoms (FSS) (CYPR 105/108)

- USSN 60/431,550
- USSN 60/443,203
- USSN 60/415,739
- USSN 60/443,081
- PCT/US03/31622

Method of Treating Chronic Pain Associated with Drug or Radiation Therapy

- (CYPR 109)
- USSN 60/473,377

Milnacipran for the Long-Term Treatment of Fibromyalgia Syndrome

- PCT/US2006/037714
- USSN 60/721,722
- USSN 11/535,237

Milnacipran for the Treatment of Fatigue Associated With Fibromyalgia Syndrome

- PCT/US2007/075555
- USSN 60/836,857
- USSN 11/835,590

Milnacipran for the Treatment of Cognitive Dysfunction Associated With Fibromyalgia

- PCT/US2007/075549
- USSN 60/836,705
- USSN 11/835,620

Methods for Improving Physical Function in Fibromyalgia

- PCT/US2008/064471
- USSN 60/939,548

Methods of Managing Fibromyalgia Using Milnacipran

- USSN 12/700,994
- USSN 61/150,140

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