

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391605

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Solstice Neurosciences, LLC		07/15/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRG Servicing LLC, as Administrative Agent		
<b>Street Address:</b>	1000 Main Street, Suite 2500		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77002		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2628983	MYOBLOC	
<b>Registration Number:</b>	3812579	SOLSTICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156932222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	4156932000		
<b>Email:</b>	crhem@cooley.com		
<b>Correspondent Name:</b>	Cooley LLP		
<b>Address Line 1:</b>	101 California Street, 5th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	C, Rhem		
<b>SIGNATURE:</b>	/CR/		
<b>DATE SIGNED:</b>	07/15/2016		
<b>Total Attachments: 7</b>			
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**PATENT AND TRADEMARK SECURITY AGREEMENT**

July 15, 2016

WHEREAS, SOLSTICE NEUROSCIENCES, LLC, a Delaware limited liability company (“*Grantor*”), is party to that certain Security Agreement, dated as of July (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among Grantor, the Guarantors from time to time party thereto and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, the “*Administrative Agent*”), pursuant to which Grantor has granted in favor of Secured Parties a lien on all of its personal property, including without limitation the patents and patent applications listed on **Schedule A** hereto, and the trademarks and trademark applications listed on the **Schedule B** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement, that Grantor execute and deliver, and cause to be filed in the U.S. Patent and Trademark Office, this Patent and Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in, to and under all of the following, as collateral security for the prompt and complete payment and performance when due of all the Secured Obligations (as defined in the Security Agreement):

(i) all patents and patent applications, in each case whether now owned by Grantor or hereafter acquired and whether now existing or hereafter coming into existence, including without limitation those listed on **Schedule A** hereto, and all related patents and applications thereto, including all reissuances, continuations, continuations-in-part, revisions, extensions, re-examinations thereof, any patents and patent applications claiming priority to said patents and patent applications or from which said patents and patent applications claim priority, and pending applications associated therewith; and

(ii) all of the trademarks, whether now owned or at any time hereafter acquired, of Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on **Schedule B** hereto, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application).

Notwithstanding the foregoing, in the event of any conflict between this Patent and Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

This Patent and Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be duly executed and delivered as of the day and year first above written.

SOLSTICE NEUROSCIENCES, LLC, as Grantor

By 

Name: Paul Breckinridge Jones

Title: Chief Executive Officer

**Schedule A  
to Patent and Trademark Security Agreement**

**PATENTS AND PATENT APPLICATIONS**

US Patents

<u>Grantor</u>	<u>Patent/ Patent Application</u>	<u>Registration/ Application No.</u>	<u>Registration/ Filing Date</u>	<u>Expiration Date</u>
Solstice Neurosciences, LLC	STABLE LIQUID FORMULATIONS OF BOTULINUM TOXIN	8,173,138	05/08/2012	10/25/2021
Solstice Neurosciences, LLC	STABLE LIQUID FORMULATIONS OF BOTULINUM TOXIN	7,211,261	05/01/2007	09/09/2019
Solstice Neurosciences, LLC	STABLE FORMULATIONS OF BOTULINUM TOXIN IN HYDROGELS	14/308136 2014/0302008	06/18/2014 (US filing date)	N/A

**Schedule B  
to Patent and Trademark Security Agreement**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

US Trademarks

<b>Grantor</b>	<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Renewal Date</b>
Solstice Neurosciences, LLC	MYOBLOC	2,628,983	01-Oct-2002	Renewal due 10/01/2022
Solstice Neurosciences, LLC	SOLSTICE	3,812,579	06-Jul-2010	Affidavit of Use due 07/06/2015-2016

Foreign Trademarks

<b>Grantor</b>	<b>Country</b>	<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Renewal Date</b>
Solstice Neurosciences, Inc.	Brazil	MYOBLOC	831248556	16-Dec-2014	Renewal due 12/16/2024
Solstice Neurosciences, LLC	Canada	MYOBLOC	TMA809,909	24-Oct-2011	Renewal due 10/24/2026
Solstice Neurosciences, Inc.	Korea, Republic of	MYOBLOC	4007414680 000	21-Mar-2008	Renewal due 03/21/2018
Solstice Neurosciences, Inc. – License with Eisai Co., Ltd.	Japan	NERBLOC (Roman and Katakana)	4983424	01-Sep-2006	Renewal due 09/01/2016
Solstice Neurosciences, Inc.	Japan	NERVIBLOC in Katakana	4983425	01-Sep-2006	Renewal due 09/01/2016
Solstice Neurosciences, Inc.	Japan	NEUROBLOC (in Katakana)	4498834	17-Aug-2001	Renewal due 08/17/2021
Solstice Neurosciences, LLC	Benelux	NEUROBLOC	782785	12-Dec-2005	Renewal due 12/08/2025
Solstice Neurosciences, Inc.	Brazil	NEUROBLOC	831248564	16-Dec-2014	Renewal due 12/16/2024
Solstice Neurosciences, LLC	Canada	NEUROBLOC	TMA516,043	02-Sep-1999	Renewal due 09/02/2029
Solstice Neurosciences, Inc.	Croatia	NEUROBLOC	Z20072113	11-Dec-2008	Renewal due 11/07/2017
Solstice Neurosciences, Inc.	Japan	NEUROBLOC	4260255	09-Apr-1999	Renewal due 04/09/2019
Solstice Neurosciences, Inc. – License with Eisai Co., Ltd.	Liechtenstein	NEUROBLOC	14679	19-Nov-2007	Renewal due 11/19/2017



Grantor	Country	Trademark	Reg. No.	Reg. Date	Renewal Date
Solstice Neurosciences, Inc. – License with Eisai Co., Ltd.	Monaco	NEUROBLOC	27870	31-Jan-2008	Renewal due 11/12/2017
Solstice Neurosciences, Inc. – License with Eisai Co., Ltd.	Russian Federation	NEUROBLOC	369626	19-Jan-2009	Renewal due 11/02/2017
Solstice Neurosciences, Inc.	Taiwan	NEUROBLOC	00953986	16-Aug- 2001	Renewal due 08/15/2021