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Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Elan Pharma International Limited

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State Republic of Ireland  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Termination of security interest

Execution Date: 3-31-2003

## 2. Name and address of receiving party(ies)

Name: Xcel Pharmaceuticals, Inc.Internal Address: 6363 Greenwich Drive, Suite 100

Street Address: \_\_\_\_\_

City: San Diego State: CA Zip: 92122

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☐ Yes ☐ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

1,819,386 569,143Additional number(s) attached ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Josh S. Ridout, Esq.

Internal Address: \_\_\_\_\_

Paul, Hastings, Janofsky & Walker LLPStreet Address: 515 South Flower Street25th FloorCity: Los Angeles State: CA Zip: 90071-22286. Total number of applications and registrations involved: 27. Total fee (37 CFR 3.41).....\$ 65.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

## 9. Signature.

Josh S. Ridout

Name of Person Signing

Signature

4-1-2003

Date

04/02/2003 DBYRNE

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Total number of pages including cover sheet, attachments, and document: 701 FC:4521  
02 FC:452240.00 OP  
25.00 OP

Documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

TRADEMARK  
 REEL: 002704 FRAME: 0220

**RELEASE OF SECURITY INTERESTS IN  
INTELLECTUAL PROPERTY**

This Release of Security Interests in Intellectual Property (the "**Release**") is executed this 31<sup>st</sup> day of March, 2003 by Elan Pharma International Limited, a corporation organized under the laws of the Republic of Ireland ("**EPIL**"), for the benefit of Xcel Pharmaceuticals, Inc., a Delaware corporation ("**Xcel**"), with reference to the following facts (all terms with initial letters capitalized which are used but not defined herein shall have their respective meanings as set forth in the Omnibus Amendment, as defined below):

A. As of March 31, 2001, Xcel and EPIL entered into that certain Patent and Trademark Security Agreement for the benefit of EPIL (the "**Patent and Trademark Security Agreement**") with respect to certain Collateral (as defined therein), including, without limitation, certain of those patents and trademarks listed on Exhibit A, attached hereto. The Patent and Trademark Security Agreement was filed and recorded with the United States Patent and Trademark Office (the "**PTO**").

B. As of March 31, 2001, Xcel and EPIL entered into that certain Security Agreement (the "**Security Agreement**") for the benefit of EPIL.

C. As of March 31, 2003, Xcel and EPIL, among other parties, entered into that certain Omnibus Amendment and Termination Agreement (the "**Omnibus Amendment**"), pursuant to which, among other things: (i) EPIL agreed that no Obligations (as such term is defined in the Financing Agreement) remain outstanding, and (ii) EPIL released any right or title to, or interest in, any of the Collateral (as such term is defined under the Patent and Trademark Security Agreement and under the Security Agreement), including, without limitation, any Liens. This Release is intended to provide additional evidence of the termination of such right or title to, or interest in, the Collateral and the concurrent termination by EPIL of any Liens with respect to such Collateral.

**NOW, THEREFORE**, in respect of the foregoing premises, EPIL agrees as follows:

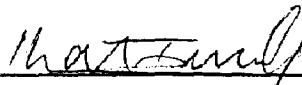
1. Release. EPIL hereby terminates and releases any of its security interests in the Collateral (including, without limitation, those patents and trademarks set forth on Attachment A, attached hereto) as evidenced by the Patent and Trademark Security Agreement and the Security Agreement and agrees to the release of the Liens. EPIL acknowledges and agrees that no Obligations (as such term is defined in the Financing Agreement) remain outstanding.

2. Effective Date. This termination and release of the security interest in the Collateral is effective as of March 31, 2003.

3. Filing. EPIL acknowledges and agrees that this Release may be filed by Xcel with the PTO or with any other appropriate filing authority to evidence the termination of the security interest of EPIL in the Collateral and the release of the Liens.

IN WITNESS WHEREOF, EPIL has caused this Release to be duly executed by its duly authorized officer.

**Elan Pharma International Limited**  
a corporation organized under the laws of  
the Republic of Ireland

By:   
Name: KEVIN INSLEY  
Title: AUTHORIZED SIGNATORY  
Date: MARCH 27, 2003

ACKNOWLEDGEMENT

City of Hamilton

}

} ss.

Bermuda

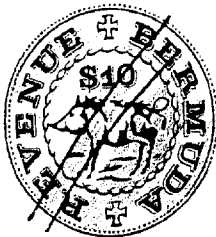
}

On this 27<sup>th</sup> day of March, 2003, before me, David J. Doyle, the undersigned, personally appeared Kevin Insley personally known to me (or proved to me on the basis of satisfactory evidence) to be the same person whose name is signed to the foregoing instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public and Commissioner of Oaths

DAVID J. DOYLE, J.P.  
NOTARY PUBLIC &  
COMMISSIONER FOR OATHS  
(TEL: 441 295 1422)  
CLARENDON HOUSE  
CHURCH STREET  
HAMILTON  
BERMUDA



**ATTACHMENT A****Patents and Trademarks**Issued Patents

<b>COUNTRY</b>	<b>FILE/ISSUE DATES</b>	<b>PATENT NO.</b>	<b>TITLE</b>	<b>STATUS</b>
UNITED STATES	Filed: 9/17/1993  Issued: 10/31/1995	5,462,740	Rectally- Administered, Epileptic-Seizure- Inhibiting Composition (Diastat)	ISSUED
CANADA	Filed: 09/12/1994	Canadian Patent Application Serial No. 2,171,627	Rectally- Administered Epileptic-Seizure Composition (Diastat)	PENDING
UNITED STATES	Filed: 10/26/1990  Issued: 12/8/1992	5,169,849	Nasal Pharmaceutical Composition (Migranal)	ISSUED
UNITED STATES	(expired)	4,526,302	Adapter device for spraying the contents of a sectile ampule	ISSUED

Trademarks

REGISTRATION NO.	REGISTRATION DATE	FILING DATE	REGISTERED OWNER/ ASSIGNEE	MARK
1,819,386	2/1/1994	4/03/1992	Xcel Pharmaceuticals, Inc.	DIASTAT
569,143	1/13/1953	10/19/1951	Xcel Pharmaceuticals, Inc.	MYSOLINE
538,654	2/27/1951	11/8/1949	Xcel Pharmaceuticals, Inc.	D.H.E. 45
2,048,040	3/25/1997	6/16/1993	Xcel Pharmaceuticals, Inc.	MIGRANAL
2,057,798	4/29/1997	7/27/1994	Xcel Pharmaceuticals, Inc.	MIGRAMIST
2,640,799	10/22/2002	4/4/2001	Xcel Pharmaceuticals, Inc.	XCEL PHARMACEUTICALS
Canadian Trademark Registration No. TMA465699	11/01/1996	12/18/1995	Xcel Pharmaceuticals, Inc.	DIASTAT
Canadian Trademark Application No. TMA1084444	Pending	11/30/2000	Xcel Pharmaceuticals, Inc.	DIASTAT