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Form PTO-3594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Elan Pharmaceuticals, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Solstice Neurosciences, Inc.</u> Internal Address: <u>Attn: John Bruens</u> <u>Street Address: 3830 Valley Centre Dr #705-553</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92130</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>8-16-04</u>			4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2628983 and 2302468</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Annie J. Singer</u> Internal Address: <u>Foley & Lardner LLP</u> <u>23rd Floor</u> Street Address: <u>402 W. Broadway</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u>			6. Total number of applications and registrations involved: 2		
			7. Total fee (37 CFR 3.41).....\$ <u>80.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: <u>50-0872</u>		
DO NOT USE THIS SPACE					
9. Signature. <u>Annie J. Singer</u> Name of Person Signing			 Signature		
			<u>August 6, 2004</u> Date		
			Total number of pages including cover sheet, attachments, and document: 7		

Mail documents to be recorded with registered cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20531

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TRADEMARK ASSIGNMENT

MYOBLOC and NEUROBLOC

This TRADEMARK ASSIGNMENT dated as of July 6, 2004 (the "Assignment"), is made by and between Elan Pharmaceuticals, Inc., a Delaware corporation, Elan Pharma International Limited, a company organized under the laws of the Republic of Ireland (collectively, the "Assignor"), on the one hand, and Solstice Neurosciences, Inc., a Delaware corporation (the "Assignee"), on the other hand.

WHEREAS, Elan Pharmaceuticals, Inc. has adopted, used and is the owner of the trademarks for certain pharmaceuticals as set forth in Schedule A hereto and has filed applications to register said trademarks or owns registrations for said trademarks as set forth in Schedule A (hereinafter the "Trademarks");

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to the Trademarks; and

WHEREAS, Assignor makes this Assignment pursuant to that certain Asset Purchase Agreement (hereinafter, the "Purchase Agreement"), dated May 12, 2004, by and among Assignor and Assignee, under which Assignee purchased certain Purchased Assets (as defined therein) from Assignor, including but not limited to the Trademarks and the products therefor;

NOW, THEREFORE, for good and valuable consideration stated in the Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's and each of its Affiliate's United States and foreign country (as applicable) rights, title and interest, as of the date hereof, in and to the Trademarks, together with all registrations and applications for registration thereof, any common law rights attendant thereto and the goodwill of the Assignors' businesses associated therewith, all free and clear of any Encumbrances as defined in the Purchase Agreement (other than Permitted Encumbrances as defined in the Purchase Agreement). This assignment also includes all rights of action and claims for damages accrued and to accrue under and by virtue of the Trademarks, including the right to sue and recover for past infringement of the Trademarks, for the sole use and benefit of Assignee and its successors, assigns, or other legal representative.

2. Assignor will from time to time, at the request of Assignee, execute and deliver, or cause its Affiliates to execute and deliver, such other instruments of conveyance and transfer and take such other actions as Assignee may reasonably request, in order to record the transfer of title to the trademarks in the United States Patent and Trademark Office and in other jurisdictions where the Trademarks registered or the subject of pending applications.

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3. Assignor will not in the future use, register or attempt to register any trademark, service mark, trade name or domain name confusingly similar to the Trademarks, or assist any third party in doing the same. Assignor will not challenge, or assist third parties in challenging Assignee's rights, title and interest in and to the Trademarks.

4. Except as set forth herein and in the Purchase Agreement, Assignor makes no warranty, express or implied, with respect to the Trademarks involved in this Assignment and Assignee shall have no recourse against Assignor therefor.

5. Assignee shall bear the costs and fees associated with recording, transfer of title for all trademark registrations and applications for the Trademarks, but Assignor shall provide timely cooperation to Assignee as reasonably necessary.

6. Any notice to be given to either party hereunder shall be given in accordance with the notice provisions of the Purchase Agreement, which provisions are expressly incorporated herein by this reference. This Assignment is binding and shall inure to the benefit of the respective successors and/or assigns of the parties.

7. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in general any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in the Purchase Agreement, nor shall this Assignment expand or enlarge any remedies under the Purchase Agreement including without limitation any limits on indemnification specified therein. This Assignment is intended only to effect the transfer of certain property transferred pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

8. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to its conflicts-of-laws principles.

9. This Assignment may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile copy shall be a sufficient proof of signature, without it being necessary to produce the original copy.

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IN WITNESS WHEREOF, each party has caused its proper officer to execute this Trademark Assignment on the date first set forth above.

ELAN PHARMACEUTICALS, INC.

By: Jack Laflin
Name: Jack Laflin
Title: Executive Vice President,
Global Human Resources

ELAN PHARMA INTERNATIONAL, LIMITED

By: _____
Name:
Title:

[Trademark Assignment]

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IN WITNESS WHEREOF, each party has caused its proper officer to execute this Trademark Assignment on the date first set forth above.

ELAN PHARMACEUTICALS, INC.

By: _____
Name:
Title:

ELAN PHARMA INTERNATIONAL, LIMITED

By: 
Name: WILLIAM F. JANKE
Title: DIRECTOR

[Trademark Assignment]

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IN WITNESS WHEREOF, each party has caused its proper officer to execute this Trademark Assignment on the date first set forth above.


ELAN PHARMACEUTICALS, INC.

By: _____
Name:
Title:

ELAN PHARMA INTERNATIONAL LIMITED

By: _____
Name:
Title:

SOLSTICE NEUROSCIENCES, INC.

By:  _____
Name: John Bauer
Title: President

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SCHEDULE A

TRADEMARK ASSIGNMENT

	Country	App./Reg. No.	Status
MYOBLOC	United States	2628983	Registered October 1, 2002
	Canada	1081279	Pending; Allowed September 13, 2002

	Country	App./Reg. No.	Status
	United States	2639583	Registered October 22, 2002

	Country	App./Reg. No.	Status
NEUROBLOC	United States	2302468	Registered December 21, 1999
	Canada	TMA516,043	Registered September 2, 1999
	Canada	1076939	Pending; Allowed October 11, 2002
	European Community	611384	Registered February 15, 2000
	Iceland	675/2000	Registered May 31, 2000
	Japan (Latin type)	4260255	Registered April 9, 1999
	Japan (Katakana)	4498834	Registered August 17, 2001
	Norway	203409	Registered June 22, 2000
	Switzerland	476705	Registered September 27, 2000
	Taiwan	953986	Registered August 16, 2001
	Turkey	2002/09753	Pending; Filed April 29, 2002

SCHEDULE A

TRADEMARK

RECORDED: 08/31/2004

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