

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elan Pharmaceuticals, Inc.		07/21/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Acorda Therapeutics, Inc.		
Street Address:	15 Skyline Drive		
City:	Hawthorne		
State/Country:	NEW YORK		
Postal Code:	10532		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1906277	ZANAFLEX	
Registration Number:	2383531	ZANAFLEX	
Serial Number:	78713378	ZANAFLEX CAPSULES	
CORRESPONDENCE DATA			
Fax Number:	(703)816-4100		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-816-4057		
Email:	wfg@nixonvan.com		
Correspondent Name:	Willem F. Gadiano		
Address Line 1:	Nixon & Vanderhye P.C.		
Address Line 2:	901 North Glebe Road, 11th Floor		
Address Line 4:	Arlington, VIRGINIA 22203		
ATTORNEY DOCKET NUMBER:	4379-13		
NAME OF SUBMITTER:	Willem F. Gadiano		

CH \$90.00 1906277

Signature:	/wfgadiano/
Date:	01/27/2006
Total Attachments: 15 source=4379-13 tm license#page1.tif source=4379-13 tm license#page2.tif source=4379-13 tm license#page3.tif source=4379-13 tm license#page4.tif source=4379-13 tm license#page5.tif source=4379-13 tm license#page6.tif source=4379-13 tm license#page7.tif source=4379-13 tm license#page8.tif source=4379-13 tm license#page9.tif source=4379-13 tm license#page10.tif source=4379-13 tm license#page11.tif source=4379-13 tm license#page12.tif source=4379-13 tm license#page13.tif source=4379-13 tm license#page14.tif source=4379-13 tm license#page15.tif	

Certain portions of this Exhibit have been omitted pursuant to a request for confidentiality. Such omitted portions, which are marked with brackets [] and an asterisk*, have been separately filed with the Commission.

ASSET PURCHASE AGREEMENT

by and between

ELAN PHARMACEUTICALS, INC.

and

ACORDA THERAPEUTICS, INC.

dated as of July 21, 2004

Certain portions of this Exhibit have been omitted pursuant to a request for confidentiality. Such omitted portions, which are marked with brackets [] and an asterisk*, have been separately filed with the Commission.

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "*Agreement*") is made and entered into as of July 21, 2004, by and between Acorda Therapeutics, Inc., a Delaware corporation (the "*Acquiror*"), and Elan Pharmaceuticals, Inc., a Delaware corporation ("*EPI*").

RECITALS

This Agreement sets forth the terms and conditions upon which the Acquiror is agreeing to purchase the Purchased Assets (as defined below) and assume the Assumed Liabilities (as defined below) from EPI, and EPI is agreeing to sell the Purchased Assets and transfer the Assumed Liabilities to the Acquiror.

AGREEMENT

In consideration of the premises and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Defined Terms. As used in this Agreement, the following defined terms shall have the meanings specified below:

"*Accountants*" means an accounting firm of national reputation (excluding each of the Acquiror's and EPI's respective regular outside accounting firms) as may be mutually acceptable to the Acquiror and EPI; *provided, however*, that in the event that the Acquiror and EPI are unable to agree on such an accounting firm within ten (10) days, then the accounting firm shall be selected by lot.

"*Accounts Receivable*" means all trade accounts and notes receivable and other miscellaneous receivables, including those that are not evidenced by instruments or invoices, existing as of the Closing Date.

"*Acquiror*" has the meaning set forth in the preamble hereto.

"*Acquiror 2004 Gross Sales*" has the meaning set forth in Section 4.03(a)(i).

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“*Person*” means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, joint venture, other business organization, trust, entity, union, association or Governmental or Regulatory Authority.

“*Pre-Closing Tax Period*” means all taxable periods ending on or before the Closing Date and the portion ending on the Closing Date of any taxable period that includes (but does not end on) the Closing Date.

“*Product Books and Records*” shall mean all of the Books and Records relating exclusively to the Products or that are necessary for the conduct of the Business in the Territory, including the Product Marketing Materials but excluding the Excluded Books and Records.

“*Product Copyrights*” means all Copyrights, set forth on Schedule 1.01(d) of the Elan Disclosure Schedule.

“*Product Know-How*” means all Know-How set forth on Schedule 1.01(e) of the Elan Disclosure Schedule, but in no event shall this definition of “Product Know How” include any Excluded Intellectual Property or any information properly in the public domain as of the Closing Date.

“*Product Marketing Materials*” means all of the advertising, promotional and training materials solely relating to the Products in the possession of EPI or its Affiliates as of the Closing Date.

“*Product Patent Rights*” means the Patents in the Territory set forth on Schedule 1.01(f) of the Elan Disclosure Schedule, and all Patent Rights associated with such Patents. Notwithstanding the foregoing, “Product Patent Rights” shall not include any inchoate inventions not yet reduced to practice, all of which, subject to the license granted pursuant to Section 2.02, shall remain the exclusive property of EPI.

“*Product Registrations*” means (i) the approvals or registrations which have been received by EPI before the Closing Date, for the investigation, sale, distribution and/or marketing of the Products in the Territory (including any NDAs or INDs), and (ii) all dossiers, reports, data and other written materials filed as part of such approvals or registrations, or maintained by EPI and relating to such approvals or registrations.

“*Products*” means Zanaflex Tablets and Zanaflex Capsules, along with any other pharmaceutical products containing the compound tizanidine as their active pharmaceutical ingredients to which EPI has ownership rights.

“*Product Trademark*” means the Trademarks in the Territory set forth on Schedule 1.01(g) of the Elan Disclosure Schedule.

“*Purchased Assets*” has the meaning set forth in Section 2.01.

“*Purchased Governmental Permits*” means all Governmental Permits necessary for the operation of the Business by EPI that are held in the name of EPI or any of its Affiliates.

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and contains the sole and entire agreement among the parties hereto with respect to the subject matter hereof (except as otherwise set forth in Section 8.04(f)).

Section 13.03. Waiver. Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party hereto of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not in the alternative.

Section 13.04. Amendment. This Agreement may be amended, supplemented or codified only by a written instrument duly executed by each party hereto.

Section 13.05. Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns and it is not the intention of the parties to confer third party beneficiary rights upon any other Person, except as achieved through the indemnification clause set forth in Section 11.02.

Section 13.06 Assignment: Binding Effect. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by any party hereto without the prior written consent of the other party hereto and any attempt to do so will be void, except that an Indemnified Party under article XI may assign any of its rights, benefits or obligations hereunder, by operation of law or otherwise, (a) to any of its Affiliates, *provided* such Indemnified Party continues to be responsible for all of its obligations hereunder, (b) to a Person that (i) purchases all or substantially all of the assets being conveyed hereunder or (ii), merges with the Acquiror or the Indemnified Party or (c) to the lenders of the Acquiror and its successors or assigns; *provided, however*, such assignment does not create adverse consequences for the indemnifying party. This Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and permitted assigns.

Section 13.07. Headings. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

Section 13.08. Elan Patenting. Subject to Section 2.02, nothing in this Agreement shall be deemed to prevent or prohibit EPI or its Affiliates from filing, maintaining, licensing, prosecuting or enforcing any rights arising out of intellectual property purchased or licensed after the Closing or relating to inventions reduced to practice after the Closing.

Section 13.09. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be

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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto all as of the date first above written.

ELAN PHARMACEUTICALS, INC.

By: _____
Name: Jack Laflin
Title: Executive Vice President,
Global Core Services

ACORDA THERAPEUTICS, INC.

By: _____
Name:
Title:

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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto all as of the date first above written.

ELAN PHARMACEUTICALS, INC.

By: _____
Name:
Title:

ACORDA THERAPEUTICS, INC.

By: /s/ _____
Name: Ron Cohen
Title: President and CEO

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ELAN DISCLOSURE SCHEDULE

The following matters are disclosures made in connection with the representations and warranties of Elan Pharmaceuticals, Inc., a Delaware corporation ("EPI"), set forth in the Asset Purchase Agreement (the "Agreement") by and between EPI and Acorda Therapeutics, Inc., a Delaware corporation ("Acquiror") and delivered in connection with the execution and delivery of the Agreement by EPI. Section numbers used herein correspond to the section numbers in the Agreement; provided, however, that any information disclosed herein under a particular section number shall be deemed to be disclosed and incorporated into another section number contained herein if such information reasonably relates to the representation and warranty in the Agreement that corresponds to such other section number. Except as otherwise stated or where the context indicates—otherwise, all capitalized terms used herein shall have the meanings given them in the Agreement.

Nothing herein constitutes an admission against M's interests. The inclusion of any item herein should not be interpreted as indicating that EPI has determined that such item or other matter is necessarily material to Acquiror. Acquiror acknowledges that certain information contained in this Elan Disclosure Schedule may constitute confidential information relating to EPI and/or its Affiliates, and therefore may be subject to the confidentiality provisions contained in the Agreement. Where the terms of disclosure items may have been summarized, disclosed or otherwise described in this Elan Disclosure Schedule, such summary, disclosure or description does not purport to be a complete statement of the material terms of such item. For the avoidance of doubt, and notwithstanding anything in the Agreement or herein to the contrary, the contents of each document made available to Acquiror in the dataroom by M for due diligence purposes shall be deemed to be disclosed and incorporated into each section number contained herein if such contents reasonably relate to the representation and warranty in the Agreement that corresponds to such section number.

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Schedule 1.01(g) – Product Trademarks

- ➔ 1. The Trademark “Zanaflex” is used in the United States (registration number 1906277).
- ➔ 2. The Trademark “Zanaflex” is used in the United States (registration number 2383531).

Schedule 2.01 (a) – Assumed Contracts

The Novartis License Agreement (including the amendment to such agreement dated May 3, 1991 and the Addendum to such agreement dated February 24, 1995, which documents constitute all of the amendments to the Novartis License Agreement).

Schedule 2.01(g) – Other Purchased Assets

None.

Schedule 6.03(a) – Elan Governmental Consents

1. EPI will be required to notify the FDA in writing of the transfer of the Product Registrations to Acquiror. EPI will so notify the FDA within five (5) Business Days after the date hereof.
2. In order for EPI’s Affiliate Elan Pharma International Limited to perform its obligations under the Supply Agreement, each of IND 63–884 and NDA 21–447 will have to be in effect and are now and will be immediately after the Closing in full force and effect.

Schedule 6.03(b) – Elan Third Party Consents

The Novartis License Agreement requires Novartis’ consent to assignment.

Schedule 6.05 – Material Contracts

1. The Novartis License Agreement.
2. Rebate Agreement by and between Argus Health Systems, Inc. and EPI dated as of January 2, 2002 (the “Argus Agreement”).
3. Rebate Agreement by and between Coventry Health Care, Inc. and EPI dated as of January 1, 2001, as amended (the “Coventry Agreement”).
4. Rebate Agreement by and between Horizon Healthcare of New Jersey, Inc. and EPI dated as of January 1, 2001, as amended (the “Horizon Agreement”).

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement ("Agreement") is made this 21 st day of July 2004 (the "Effective Date") by and between Elan Pharmaceuticals, Inc., a Delaware corporation (hereinafter "Licensor"), and Acorda Therapeutics, Inc., a Delaware corporation (hereinafter "Licensee").

WHEREAS, Licensor is the owner of the Product Trademarks;

WHEREAS, the Parties hereto desire that Licensee use the Product Trademarks on the terms and conditions hereinafter set forth; and

WHEREAS, capitalized terms used and not defined herein shall have the meanings assigned to those terms in the Asset Purchase Agreement dated as of July 21, 2004 by and between Licensor and Licensee (the "Asset Purchase Agreement").

NOW, THEREFORE, in consideration of the promises and covenants contained herein and for good and valuable consideration, the Parties agree as follows:

1. **LICENSE:** The Licensor hereby grants to Licensee an exclusive, royalty-free license, with the right to sublicense, to use the Product Trademarks solely for the purposes of importing Products into the Territory and using, modifying, exploiting, researching, distributing, developing, marketing, selling, offering for sale and otherwise commercializing Products in the Territory. The license granted herein shall not include a right to use the Corporate Names.

 2. **USE OF PRODUCT TRADEMARKS:** Licensee agrees to use the Product Trademarks only in connection with the Products and in compliance with reasonable quality standards and specifications. Licensee agrees to correctly use the trademark symbol TM or registration symbol ® in connection with the Product Trademarks.

 3. **RIGHT TO INSPECT:** Licensee shall submit to Licensor upon request, no more than once per calendar year, one specimen sample of the Products and of all materials bearing the Product Trademarks to enable Licensor to determine whether the Product Trademarks are being used in compliance with Section 2.

 4. **OWNERSHIP:** Licensee agrees that, as between the parties hereto and their Affiliates, ownership of the Product Trademarks (and any goodwill relating thereto) shall remain vested in Licensor during the period of this Agreement, and Licensee further agrees not to challenge, contest or question the validity of such ownership of the Product Trademarks at any time during the Term of this Agreement.

 5. **INDEMNIFICATION:** Each of Licensor and Licensee hereby acknowledges that it is aware of the indemnification provisions of Article XI of the Asset Purchase Agreement and the applicability of such provisions (subject to their terms) to the marketing and sale of the Products.
-
6. **TERM:** This Agreement shall remain in effect from the Effective Date until the consummation of the Trademark Purchase (as defined in the Asset Purchase Agreement).

 7. **CHOICE OF LAW:** This Agreement shall be governed by and construed under the laws of the State of New York without regard to conflict of law principles thereunder.

 8. **WAIVER:** Any term or condition of this Agreement may be waived at any time by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. No waiver by any party hereto of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of

this Agreement on any future occasion. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not in the alternative.

9. **SEVERABILITY:** If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party hereto under this Agreement will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom, and (iv) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the parties herein.

10. **COUNTERPARTS:** This Agreement may be executed by facsimile and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. **ENTIRE AGREEMENT:** This Agreement (together with the documents referred to herein) contains the entire agreement between the parties with respect to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.

12. **INDEPENDENT CONTRACTORS:** Licensor and Licensee shall for all purposes be independent contractors, and this Agreement and/or the performance of the obligations hereunder shall not create any relationship in which one party or its employees, agents or representatives, are to be employees, agents, partners, joint venturers or representatives of the other party. Consequently, neither party nor its employees, agents and representatives has any power or right to bind the other party, to settle any claim by or against such party, to give any warranty or make any claim or representation on behalf of such party or to subject such party to any obligation or liability, of any kind, unless expressly authorized by such party in writing.

13. AMENDMENT: This Agreement may be amended, supplemented or modified only by a written instrument duly executed by each party hereto.

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IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representative on the date set forth above.

ELAN PHARMACEUTICALS, INC.

ACORDA THERAPEUTICS, INC.

/s/ Jack Laflin
Signature

/s/ Ron Cohen
Signature

Jack Laflin
Print Name

Ron Cohen
Print Name

Executive Vice President, Global
Position Core Services

President and CEO
Position

Date

Date

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AGREEMENT RELATING TO ADDITIONAL TRADEMARK

This Agreement Relating to Additional Trademark (this "Agreement") is made as of July ____, 2005 (the "Effective Date") by and between Elan Pharmaceuticals, Inc. ("EPI") and Acorda Therapeutics, Inc. ("Acorda"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement by and between EPI and Acorda dated as of July 21, 2004 (the "Asset Purchase Agreement").

RECITALS

- ➔ A. Acorda desires to utilize the trademark "Zanaflex Capsules" (the "Mark") in connection with Zanaflex Capsules; and
 B. The parties desire set forth rights and obligations relating to the Mark as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Rights to Mark. The parties hereby agree that, subject to the rights granted to Acorda by making and deeming the Mark a "Product Trademark" under the Asset Purchase Agreement and Trademark License Agreement as set forth in the following paragraph, all right, title and interest in and to the Mark and all goodwill associated therewith shall be owned exclusively by EPI, and each party will execute and deliver any and all instruments and documents and perform any and all acts necessary to vest such right, title and interest in EPI.

The Mark shall be and shall be deemed to be a Product Trademark for all purposes under the Asset Purchase Agreement, the Elan Disclosure Schedule and the Trademark License Agreement, and shall be subject to all of the rights and obligations of the parties relating to the Product Trademarks contained in such documents; provided that, notwithstanding the foregoing or anything to the contrary contained in such documents, none of the representations and warranties of EPI contained in Article VI of the Asset Purchase Agreement shall apply to the Mark.

Acorda hereby represents and warrants to EPI that any use by Acorda of the Mark will comply with all applicable Laws. Acorda agrees that for purposes of its indemnification obligations relating to Assumed Liabilities contained within Section 11.02(b)(iv) of the Asset Purchase Agreement, the use by Acorda or its Affiliates of the Mark in connection with the Products shall be deemed to be included within the operation of the Business by Acorda or its Affiliates after the Closing.

2. Registration of Mark. As soon as is practicable after the Effective Date, EPI shall use commercially reasonable efforts to apply for and to obtain registration of the Mark in its name with the United States Patent and Trademark Office (the "PTO"), using trademark

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counsel engaged by EPI. Acorda will reimburse EPI for the fees of such counsel (including but not limited to fees incurred in performing customary searches for conflicting trademarks), filing fees and other fees incident to such application and registration activities; provided that in no event shall such fees to be reimbursed by Acorda in the aggregate exceed [***] (the "Cap"). Acorda hereby represents and warrants to EPI that it knows of no trademarks currently in use anywhere in the world that would conflict with EPI's ownership or goodwill in the Mark, or that would reasonably be expected to adversely affect EPI's ability to obtain registration of the Mark with the PTO. EPI shall notify Acorda within two (2) business days upon registration or rejection of the Mark by the PTO.

3. Conflicts. Except as amended by this Agreement, each of the Asset Purchase Agreement, the Elan Disclosure Schedule and the Trademark License Agreement shall continue in full force and effect. In the event of any conflict between the terms of the Agreement and the terms of any of the Asset Purchase Agreement, the Elan Disclosure Schedule and the Trademark License Agreement, the terms of this Agreement shall govern and control.

4. Further Assurances. The parties agree to execute such further instruments, agreements and documents and to take such further actions as may reasonably be necessary to carry out the intent of this Agreement.

5. Counterparts. This Agreement may be executed in any number of counterparts, each which shall be deemed an original, and all of which together shall constitute one instrument.

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

ELAN PHARMACEUTICALS, INC.

By: /s/Joe Boudreau
Name: Joe Boudreau
Title: SVP

ACORDA THERAPEUTICS, INC.

By: /s/Ron Cohen
Name: Ron Cohen
Title: President & CEO

6. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision(s) shall be excluded from this Agreement, and the balance of this Amendment shall be interpreted as if such provision(s) were so excluded.

7. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and thereof.

8. Governing Law. This Agreement shall be governed by and construed under the laws of the State of New York, without giving effect to conflict of law principles.

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ADDENDUM TO SCHEDULE 1.01(g)

Product Trademarks

Mark	Reg. No.	Reg. Date	Serial No./ Filing Date	Owner
ZANAFLEX	1906277	18 JUL 1995	74/440,0930	ELAN
ZANAFLEX	2383531	05 SEPT 2000	75/186,534	ELAN
ZANAFLEX CAPSULES			78/713,378	ELAN

1037598

TRADEMARK