

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOLSTICE NEUROSCIENCES, INC.		11/03/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NEXBANK, SSB
Street Address:	13455 Noel Road, Suite 2220
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	SSB:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78039531	MYOBLOC BOTULINUM TOXIN TYPE B INJECTABLE SOLUTION
Serial Number:	78659268	SOLSTICE
Serial Number:	76067873	MYOBLOC
Serial Number:	78659264	WORKING TO MAKE LIFE EASIER

CORRESPONDENCE DATA

Fax Number: (213)630-5728

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 213-891-5011

Email: jhawke@buchalter.com

Correspondent Name: Jody Hawke

Address Line 1: 1000 Wilshire Boulevard, Suite 1500

Address Line 4: Los Angeles, CALIFORNIA 90017-2457

ATTORNEY DOCKET NUMBER:

H3131-0002

CH \$115.00 78039531

900071027

TRADEMARK
REEL: 003494 FRAME: 0494

NAME OF SUBMITTER:	Jody Hawke
Signature:	/Jody Hawke/
Date:	03/06/2007
<p>Total Attachments: 7</p> <p>source=nb-solstice-tm#page1.tif</p> <p>source=nb-solstice-tm#page2.tif</p> <p>source=nb-solstice-tm#page3.tif</p> <p>source=nb-solstice-tm#page4.tif</p> <p>source=nb-solstice-tm#page5.tif</p> <p>source=nb-solstice-tm#page6.tif</p> <p>source=nb-solstice-tm#page7.tif</p>	

TRADEMARK SECURITY AGREEMENT
(Solstice Neurosciences, Inc.)

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 3rd day of November, 2006, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and NEXBANK, SSB, as the collateral agent and administrative Agent for the Lender Group (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Grantors, the lenders party thereto as "Lenders" ("Lenders"), Highland Financial Corp. as lead arranger, and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks and trademark intellectual property licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all modifications, reissues, continuations, extensions, and renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each trademark and each trademark intellectual property license; and

(e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property license.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of

them, to Agent, the Lender Group, or either of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. LOAN AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SOLSTICE NEUROSCIENCES, INC.,
a Delaware corporation

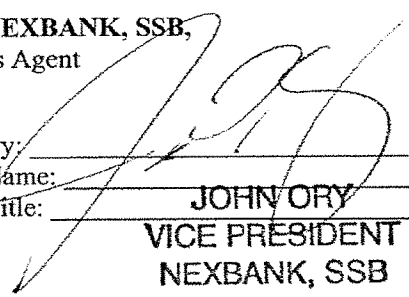
By: 

Name: Shawn Patrick O'Brien

Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED
BY:

NEXBANK, SSB,
as Agent

By: 
Name: _____
Title: _____
JOHN ORY
VICE PRESIDENT
NEXBANK, SSB

Trademark Listing

Trademark Name	Class	Country Name	File Date	App Number	Reg Date	Reg Number	Trademark Status	Case Number	Owner	Goods
SOLSTICENEURO	5	Benelux	10-Nov-05	1089944	02-Dec-05	781112	Registered	31242-TM2012	Solstice Neurosciences, Inc.	PHARMACEUTICAL PREPARATIONS AND SUBSTANCES
NEUROBLOC	5	Benelux	08-Dec-05		12-Dec-05	782785	Registered	31242-TM2013	Solstice Neurosciences, Inc.	PHARMACEUTICAL PREPARATIONS AND SUBSTANCES
NEUROBLOC	5	Canada	12-Aug-97	853,307	02-Sep-99	TMA516,043	Registered	31242-TM2004	Solstice Neurosciences, Inc.	PHARMACEUTICAL PREPARATIONS FOR THE TREATMENT OF NEUROMUSCULAR DISORDERS
MYOBLOC	5	Canada	03-Nov-00	1,081,279			Published	31242-TM2005	Solstice Neurosciences, Inc.	PHARMACEUTICAL PREPARATIONS FOR THE TREATMENT OF NEUROMUSCULAR DISORDERS
NEUROBLOC	5	European Community	14-Aug-97	611384	15-Feb-00	611384	Registered	31242-TM2006	Solstice Neurosciences, Inc.	PHARMACEUTICAL PREPARATIONS FOR THE TREATMENT OF NEUROMUSCULAR COMPLAINTS
NEUROBLOC	5	Iceland	15-Mar-00	983/2000	31-May-00	675/2000	Registered	31242-TM2007	Solstice Neurosciences, Inc.	PHARMACEUTICAL PREPARATIONS
NEUROBLOC (STYLIZED)	5	Japan	27-Feb-98	H10-016647	09-Apr-99	4260255	Registered	31242-TM2001	Solstice Neurosciences, Inc.	PHARMACEUTICALS
NEUROBLOC (KATAKANA)	5	Japan	22-Aug-00	2000-092174	17-Aug-01	4498834	Registered	31242-TM2002	Solstice Neurosciences, Inc.	PHARMACEUTICALS

NEUROBLOC	5	Norway	13-Mar-00	20002914	22-Jun-00	203409	Registered	31242-TM2011	Solstice Neurosciences, Inc.	PHARMACEUTICAL PREPARATIONS
NEUROBLOC	5	Switzerland	04-Apr-00	2000 4042	04-Apr-00	476,705	Registered	31242-TM2008	Solstice Neurosciences, Inc.	PHARMACEUTICAL PREPARATIONS
NEUROBLOC	5	Taiwan	01-Apr-00	89017975	16-Aug-01	953986	Registered	31242-TM2010	Solstice Neurosciences, Inc.	PHARMACEUTICAL PREPARATIONS FOR HUMAN USE
NEUROBLOC	5	Turkey	29-Apr-02	2002/09753	29-Apr-02	2002/09753	Registered	31242-TM2009	Solstice Neurosciences, Inc.	PHARMACEUTICAL PREPARATIONS
MYOBLOC BOTULINUM TOXIN TYPE B INJECTABLE SOLUTION (AND DESIGN)	5	United States of America	15-Dec-00	78/039,531	22-Oct-02	2,639,583	Registered	31242-TM1006	Solstice Neurosciences, Inc.	PHARMACEUTICAL PREPARATIONS FOR THE TREATMENT OF NEUROMUSCULAR DISEASES
										PHARMACEUTICAL PRODUCTS, NAMELY DRUGS FOR USE IN TREATING PAIN, NEUROLOGICAL AND MUSCULAR DISORDERS, WRINKLES, DERMATOLOGIC CONDITIONS, SPASMS AND TREMORS, UROLOGICAL CONDITIONS, HYPERHIDOSIS, GASTROINTESTINAL CONDITIONS, MORBID OBESITY, ARRHYTHMIAS
SOLSTICE	5	United States of America	27-Jun-05	78/659,268			Filed	31242-TM1007	Solstice Neurosciences, Inc.	PHARMACEUTICAL PREPARATIONS FOR THE TREATMENT OF NEUROMUSCULAR DISEASES
MYOBLOC	5	United States of America	09-Jun-00	76/067,873	01-Oct-02	2,628,983	Registered	31242-TM1005	Solstice Neurosciences, Inc.	

WORKING TO MAKE LIFE EASIER	5	United States of America	27-Jun-05	78/659,264			Allowed	31242- TM1009	Solstice Neurosciences, Inc.	PHARMACEUTICAL PRODUCTS, NAMELY DRUGS FOR USE IN TREATING PAIN, NEUROLOGICAL AND MUSCULAR DISORDERS, WRINKLES, DERMATOLOGIC CONDITIONS, SPASMS AND TREMORS, UROLOGICAL CONDITIONS, HYPERHIDOSIS, GASTROINTESTINAL CONDITIONS, MORBID OBESITY, ARRHYTHMIAS
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