

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NeurogesX, Inc.		07/08/2013	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Acorda Therapeutics, Inc.		
Street Address:	420 Saw Mill River Road		
City:	Ardsley		
State/Country:	NEW YORK		
Postal Code:	10502		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3786343	NEUROGESX	
Registration Number:	3878204	NEUROGESX	
Registration Number:	3719009	QUTENZA	
CORRESPONDENCE DATA			
Fax Number:	4152687522		
<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>			
Phone:	415-268-6538		
Email:	hcheng@mofo.com		
Correspondent Name:	Jennifer Lee Tarylo		
Address Line 1:	425 Market Street		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	717476000000		
NAME OF SUBMITTER:	Jennifer Lee Taylor		
SIGNATURE:	/JLT/		
DATE SIGNED:	04/22/2016		
Total Attachments: 10			
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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “*Assignment*”) is entered into and made effective this 8th day of July, 2013, by and between NeurogesX, Inc., a Delaware corporation (“*Assignor*”), and Acorda Therapeutics, Inc., a Delaware corporation (“*Assignee*”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of April 15, 2013 (“*Purchase Agreement*”) pursuant to which Assignor is transferring certain assets and liabilities of Assignor to Assignee; and

WHEREAS, the Purchase Agreement contemplates Assignor and Assignee entering into this Assignment in order to effectuate certain of the transfers contemplated by the Purchase Agreement in accordance with the terms and conditions set forth therein and herein.

NOW, THEREFORE, in consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby sells, transfers, assigns and delivers unto Assignee (as successor to the business to which the Trademarks, defined below, pertain), its successors, legal representatives and assigns, all of Assignor’s rights, title and interest in and to the trademarks and trade names set forth on Schedule A attached hereto, together with all copyrights and other intellectual property or other proprietary rights therein, and all corresponding trademark applications and registrations thereof and all common law rights thereto, together with all goodwill of the business connected with the use of and symbolized by each of the foregoing trademarks and trade names (hereinafter, collectively, the “*Trademarks*”), as well as all rights and priorities afforded under the trademark or copyright laws of the United States or of any other country or jurisdiction in the Buyer Territory, as such term is defined in the Purchase Agreement (the “*Buyer Territory*”), the Paris Convention for the Protection of Industrial Property, the Madrid Arrangement, the Madrid Protocol or any other international agreement, treaty, law or convention, or the domestic laws of any country in the Buyer Territory in which any rights in any such Trademarks may exist, and all of Assignor’s rights to sue or to bring any action or to assert any claim, whether at law or in equity, against any third party relating to any of the Trademarks, including without limitation for past, present or future infringement, misappropriation, dilution or other unauthorized use of any of the Trademarks, to obtain injunctive relief, and to recover or collect royalties, damages, and profits, including without limitation for such past, present or future infringement, misappropriation, dilution or other unauthorized use of the Trademarks.

2. Assignor hereby covenants and agrees that it will not execute any agreement in conflict herewith.

3. Assignor hereby agrees to prepare, execute and deliver, or to cause to be prepared, executed and delivered, to Assignee, at Assignee’s expense, such deeds, bills of sale, instruments of assumption, assignments, instruments of recordation and other instruments, and take such other actions, in addition to those required by this Assignment,

as Assignee may reasonably request, in order to effect the intent and purposes of this Assignment (including without limitation, the implementation and recordation of the transactions contemplated by this Assignment).

4. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agents and attorneys in fact, to act for and in its behalf and stead, to execute and file any such documents and to do all other lawfully permitted acts to register, evidence or perfect Assignee's rights under this Assignment, including without limitation as required or contemplated by Sections 3 and 5 hereof or by the Purchase Agreement, with the same legal force and effect as if executed by Assignor or any of its successors, legal representatives or assigns.

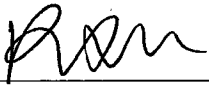
5. To the extent that any trademark registration or application relating to any of the Trademarks cannot be transferred to Assignee or its successors, legal representatives and assigns, Assignor shall cancel any such registration or withdraw any such application or take such other action as the Assignee may reasonably direct.

6. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

[Signature Page Follows]

IN TESTIMONY WHEREOF, the person executing this Assignment in a representative capacity on behalf of the Assignor warrants that he/she is fully authorized and empowered to do so and sets his/her hand and seal the day and year set with his/her signature.

Assignor: NeurogesX, Inc.

Signature: 

Typed

Name: Ronald Martell

Title: President + CEO

Address: 999 Baker Way
Suite 200
San Mateo CA 94404

Date:

State of _____ }
County of _____ } SS.:

On this ____ day of _____, 2013, before me, _____
____ Notary Public, personally appeared _____, personally known to
me on the basis of satisfactory evidence to be the person whose name is subscribed to the
within instrument and acknowledged to me that he/she/ executed the same in his/her/
authorized capacity, and that by his/her/ signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

[Signature page to Trademark Assignment Agreement]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Santa Clara }

On July 1, 2013 before me, Courtney Nolet, Notary Public
Date Here Insert Name and Title of the Officer

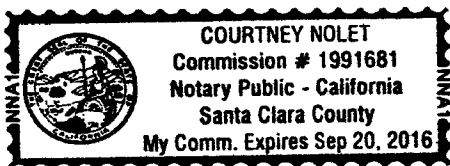
personally appeared Ronald Martell
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Courtney Nolet
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

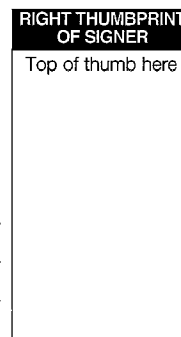
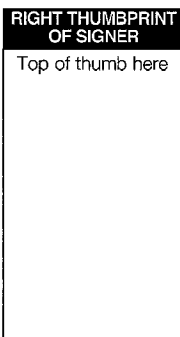
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

- Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
- Individual Individual
- Partner — Limited General Partner — Limited General
- Attorney in Fact Attorney in Fact
- Trustee Trustee
- Guardian or Conservator Guardian or Conservator
- Other: _____ Other: _____



Signer Is Representing: _____

Signer Is Representing: _____

HEREBY ACKNOWLEDGED AND AGREED TO:

Assignee: Acorda Therapeutics, Inc.
Signature: [Handwritten Signature]
Typed

Name: David Lawrence
Title: Chief Financial Officer
Address:
Date:

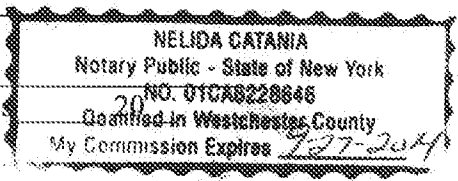
State of New York)
County of Westchester) SS.:

On this 28 day of June 2013, before me Nelida Catania Notary Public, personally appeared David Lawrence, personally known to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ authorized capacity, and that by his/her/ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal

[Handwritten Signature]

Name
Notary Public of
No.
Qualified in
Commission Expires



[Signature page to Trademark Assignment Agreement]

SCHEDULE A

SCHEDULE A

MoFo Matter Number	Mark/Serial Number/Registration Number/Applicant	Country	Class/Goods and Services	Status
52452-24001.41	CAPREVE (CL 10) Serial No: 2409476 Reg. No: 1959037 NeurogesX, Inc.	Argentina	Class 10: All goods in this class	Registered App Date: 01/29/2003 Reg Date: 11/11/2003 Renewal Due: 11/11/2013
52452-24004.41	TRANSACIN Serial No: 714852 Reg. No: 889957 NeurogesX, Inc.	Mexico	Class 05: Transdermal patch to treat pain; pharmaceutical preparations for use in pain treatment; analgesics, anesthetics	Registered App Date: 04/28/2005 Reg Date: 07/11/2005 Renewal Due: 04/28/2015
52452-24006.00	NEUROGESX Serial No: 78/863,162 Reg. No: 3,878,204 NeurogesX, Inc.	United States of America	Class 10: Transdermal drug delivery patches sold without medication	Registered App Date: 04/17/2006 Reg Date: 11/16/2010 Section 8 & 15 Due: 11/16/2016
52452-24006.01	NEUROGESX Serial No: 78/981,310 Reg. No: 3,786,343 NeurogesX, Inc.	United States of America	Class 05: Transdermal patches containing pharmaceutical preparations to treat pain; pharmaceutical preparations for use in pain treatment; analgesics; topical anesthetics	Registered App Date: 04/17/2006 Reg Date: 05/04/2010 Section 8 & 15 Due: 05/04/2016
52452-24006.40	NEUROGESX Serial No: 1320043 Reg. No: TMA734633 NeurogesX, Inc.	Canada	Goods: Transdermal patches containing pharmaceutical preparations to treat pain; pharmaceutical preparations for use in pain treatment; topical anesthetics	Registered App Date: 10/13/2006 Reg Date: 02/17/2009 Renewal Due: 02/17/2024

MoFo Matter Number	Mark/Serial Number/Registration Number/Applicant	Country	Class/Goods and Services	Status
52452-24006.41	NEUROGESX Serial No: 813083 Reg. No: 971890 NeurogesX, Inc.	Mexico	Class 05: Pharmaceutical preparations; transdermal patches containing pharmaceutical preparations to treat pain; pharmaceutical preparations for use in pain treatment; analgesics; topical anesthetics	Registered App Date: 10/16/2006 Reg Date: 02/12/2007 Renewal Due: 10/16/2016
52452-24006.43 ¹	NEUROGESX (IB) Serial No: IR917484 Reg. No: IR917484 NeurogesX, Inc.	International Registration (under the Madrid Protocol) Designated Countries: Switzerland European Community Japan Norway	Class 05: (amended 9/19/2011) Transdermal patches containing pharmaceutical preparations to treat pain; pharmaceutical preparations for use in pain treatment; analgesics; topical anesthetics; transdermal drug delivery patches sold without medication	Registered App Date: 10/30/2006 Reg Date: 10/30/2006 Renewal Due: 10/30/2016
52452-24006.45	NEUROGESX (IB) Serial No: IR917484 Reg. No: IR917484 NeurogesX, Inc.	Japan	Class 05: Pharmaceutical preparations; transdermal patches containing pharmaceutical preparations to treat pain for medical purpose; pharmaceutical preparations for use in pain treatment; analgesics; topical anesthetics; transdermal drug delivery patches sold without medication	Registered (Madrid) App Date: 10/30/2006 Reg Date: 10/30/2006 Renewal Due: 10/30/2016
52452-24008.00	QUTENZA Serial No: 77/144,310 Reg. No: 3,719,009 NeurogesX, Inc.	United States of America	Class 05: Transdermal patch containing pharmaceutical preparations to treat pain; pharmaceutical preparations for use in pain treatment; analgesics; topical anesthetics	Registered App Date: 03/29/2007 Reg Date: 12/01/2009 Section 8 & 15 Due: 12/01/2015
52452-24008.40	QUTENZA Serial No: 1359879 Reg. No: NeurogesX, Inc.	Canada	Goods: Transdermal patch containing pharmaceutical preparations to treat pain; pharmaceutical preparations for use in pain	Allowed App Date: 08/15/2007 Reg Date:

¹ Note: Buyer ownership only with respect to Japan and any other countries within the Buyer Territory that may be designated in the future.

MoFo Matter Number	Mark/Serial Number/Registration Number/Applicant	Country	Class/Goods and Services	Status
			treatment; analgesics; topical anesthetics	Declaration of Use & Reg Fee Due: 08/14/2013
52452-24008.42	QUTENZA Serial No: 875512 Reg. No: 1018085 NeurogesX, Inc.	Mexico	Class 05: Transdermal patch containing pharmaceutical preparations to treat pain; pharmaceutical preparations for use in pain treatment; analgesics; topical anesthetics	Registered App Date: 08/15/2007 Reg Date: 12/14/2007 Renewal Due: 08/15/2017
52452-24008.43 ²	QUTENZA Serial No: IR934645 Reg. No: IR934645 NeurogesX, Inc.	International Registration (under the Madrid Protocol) Designated Countries: Armenia Azerbaijan Belarus Switzerland European Community Georgia Japan Kyrgyzstan Moldova Mongolia Norway Russian Federation Turkmenistan Ukraine Uzbekistan	Class 05: Transdermal patch containing pharmaceutical preparations to treat pain; pharmaceutical preparations for use in pain treatment; analgesics; topical anesthetics	Registered App Date: 08/16/2007 Reg Date: 08/16/2007 Renewal Due: 08/16/2017
52452-24008.45	QUTENZA Serial No: IR934645 Reg. No: IR934645 NeurogesX, Inc.	Japan	Class 05: Transdermal patch containing pharmaceutical preparations to treat pain; pharmaceutical preparations for use in pain treatment; analgesics; topical anesthetics	Registered (Madrid) App Date: 08/16/2007 Reg Date: 08/16/2007 Renewal Due: 08/16/2017

² Note: Buyer ownership only with respect to Japan and any other countries within the Buyer Territory that may be designated in the future.

MoFo Matter Number	Mark/Serial Number/Registration Number/Applicant	Country	Class/Goods and Services	Status
52452-24008.61	QUTENZA Serial No: 1563859 Reg. No: NeurogesX, Inc.	Canada	Goods: Transdermal patch containing pharmaceutical preparations to treat pain; pharmaceutical preparations for use in pain treatment; analgesics; topical anesthetics	Filed App Date: 02/10/2012 Reg Date:
52452-24009.43	PELCOVA Serial No: 875509 Reg. No: 1018084 NeurogesX, Inc.	Mexico	Class 05: Transdermal patch containing pharmaceutical preparations to treat pain; pharmaceutical preparations for use in pain treatment; analgesics; topical anesthetics	Registered App Date: 08/15/2007 Reg Date: 12/14/2007 Renewal Due: 08/15/2017
52452-24010.41	DRUVERO Serial No: 1359878 Reg. No: NeurogesX, Inc.	Canada	Class -: Transdermal patch containing pharmaceutical preparations to treat pain; pharmaceutical preparations for use in pain treatment; analgesics; topical anesthetics	Allowed App Date: 08/15/2007 Reg Date: Declaration of Use & Reg Fee Due: 08/14/2013
52452-24010.43	DRUVERO Serial No: 875514 Reg. No: 1018856 NeurogesX, Inc.	Mexico	Class 05: Transdermal patch containing pharmaceutical preparations to treat pain; pharmaceutical preparations for use in pain treatment; analgesics; topical anesthetics	Registered App Date: 08/15/2007 Reg Date: 12/18/2007 Renewal Due: 08/15/2017
52452-24010.48	DRUVERO Serial No: 2011090083 Reg. No: 5489286 NeurogesX, Inc.	Japan	Class 05: Transdermal patch containing pharmaceutical preparations to treat pain; pharmaceutical preparations for use in pain treatment; analgesics; topical anesthetics	Registered App Date: 12/14/2011 Reg Date: 04/27/2012 Renewal Due: 08/16/2017