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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

MARITIME ASSET MANAGEMENT, LLC,
on Behalf of Itself and All Others Similarly
Situated,

Plaintiff,

v.

NEUROGESX, INC., ANTHONY A.
DITONNO, STEPHEN F. GHIGLIERI, and
JEFFREY K. TOBIAS, M.D.,

Defendants.

Case No. CV 12-05034-YGR

CLASS ACTION

CLAIM FORM AND RELEASE

1 **PART I: CLAIM FORM**

2 **A. CLAIMANT IDENTIFICATION**

3 _____
4 Claimant's Name

5 _____
6 Street Address

7 _____
8 City

_____ State

_____ Zip Code

9 _____
10 Telephone Number

11 **B. PURCHASE OF NEUROGESX SECURITIES IN PRIVATE PLACEMENT**

12 Our records indicate that you purchased _____ shares of common stock and _____
13 warrants in NeurogesX's July 21, 2011 private placement at a total price of \$_____.

14 **Is this correct? Yes** _____ **No** _____

15 If you selected "No," please provide the correct information about your purchase in the
16 space below and submit supporting documentation with this Claim Form.

_____	_____	\$ _____
Common stock	Warrants	Total price

19 **PART II: RELEASE OF CLAIMS AND SIGNATURE**

20 **A. DEFINITIONS**

21 "Released Claims" means all claims, demands, rights, liabilities, suits, debts, obligations,
22 and causes of action, of every nature and description whatsoever, whether known or unknown,
23 contingent or absolute, mature or unmature, discovered or undiscovered, liquidated or
24 unliquidated, accrued or unaccrued, including those that are concealed or hidden, regardless of
25 legal or equitable theory, that have been, could have been, or in the future might be asserted based
26 upon, arising out of, or in any way relating to: (i) any purchase or sale by any member of the
27 settlement class of NeurogesX securities; (ii) any act, failure to act, omission, misrepresentation,
28

1 fact, event, transaction, occurrence, or other matter set forth, alleged, underlying, or otherwise
2 referred to in the above-captioned action or that could have been asserted in the action; or (iii) the
3 subject matter of the above-captioned action. Notwithstanding the foregoing, “Released Claims”
4 does not include claims relating to the enforcement of the settlement.

5 “Released Persons” means NeurogesX Inc., Anthony A. DiTonno, Stephen F. Ghiglieri,
6 and Jeffrey K. Tobias, M.D., and each of their respective spouses, family members, trusts, estates,
7 heirs, beneficiaries, executors, predecessors, successors, assigns, employees, agents, affiliates,
8 assignees, attorneys, auditors, controlling shareholders, directors, insurers, managers, members,
9 partners, officers, parent companies, personal or legal representatives, subsidiaries, trustees,
10 underwriters, and retained professionals, in their respective capacities as such.

11 “Unknown Claims” means all claims that any Plaintiff or any other settlement class
12 member does not know or suspect to exist that are based upon, arise out of, or in any way relate
13 to: (i) any purchase or sale by any settlement class member of NeurogesX Securities; (ii) any act,
14 failure to act, omission, misrepresentation, fact, event, transaction, occurrence, or other matter set
15 forth, alleged, underlying, or otherwise referred to in this lawsuit or that could have been alleged
16 in the lawsuit; or (iii) the subject matter of the lawsuit. Unknown Claims include, without
17 limitation, those claims in which some or all of the facts composing the claim may be unsuspected,
18 undisclosed, concealed, or hidden. Notwithstanding the foregoing, “Unknown Claims” does not
19 include claims relating to the enforcement of the settlement. Members of the settlement class
20 expressly waive and relinquish all rights and benefits conferred by California Civil Code Section
21 1542, which provides:

22
23 **A general release does not extend to claims which the creditor does**
24 **not know or suspect to exist in his or her favor at the time of executing**
25 **the release, which if known by him or her must have materially**
26 **affected his or her settlement with the debtor.**

27 Members of the settlement class also waive any right or benefits afforded by any similar
28 statute or law in California or any other jurisdiction.

1 **B. THE RELEASE**

2 On behalf of the claimant listed above and his, her, or its spouse, family members, trusts,
3 estates, heirs, executors, beneficiaries, predecessors, successors, assigns, employees, agents,
4 affiliates, assignees, attorneys, auditors, shareholders, directors, insurers, managers, members,
5 partners, officers, parent companies, personal or legal representatives, subsidiaries, trustees,
6 underwriters, and retained professionals, in their respective capacities as such, and any other
7 individual or business or legal entity claiming (now or in the future) through or on behalf of the
8 claimant, directly or indirectly (collectively, the "Releasing Parties"), as of the date the settlement
9 becomes effective, I hereby fully, finally, and forever release, relinquish, waive, discharge, and
10 dismiss each and all of the Released Claims (including Unknown Claims) against each and all of
11 the Released Persons, and covenant not to sue any Released Person with respect to any Released
12 Claim.

13 On behalf of the Releasing Parties, as of the date the settlement becomes effective, I hereby
14 agree that the Releasing Parties are permanently barred, enjoined, and restrained from
15 commencing, instituting, asserting, maintaining, enforcing, prosecuting, or otherwise pursuing,
16 either directly or in any other capacity, any of the Released Claims (including any Unknown
17 Claims) against any Released Person.

18
19 I declare, under penalty of perjury under the laws of the United States of America, that the
20 statements made and answers given in this Claim Form are true and correct and that the documents
21 submitted herewith are true and genuine.

22 _____
Signature of Claimant

23
24 _____
Print Name of Claimant

_____ Date

If Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of Person Completing Form

Print Name of Person Completing Form

Date

Capacity of Person Signing (Executor, President, Trustee, etc.)