Table of Contents

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

Mark One

☒ **Quarterly Report Pursuant to Section 13 or 15 (d) of the Securities Exchange Act of 1934**

For the quarterly period ended March 31, 2011

or

☐ **Transition Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934**

For the Transition Period From _____ to _____.

Commission File Number: 001-33093

LIGAND PHARMACEUTICALS INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware	**77-0160744**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
11085 North Torrey Pines Road La Jolla, CA	**92037**
(Address of principal executive offices)	**(Zip Code)**

Registrant's Telephone Number, Including Area Code: (858) 550-7500

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☐ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large Accelerated Filer ☐ Accelerated Filer ☒ Non-Accelerated Filer ☐ Smaller Reporting Company ☐
(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of April 27, 2011, the registrant had 19,638,383 shares of common stock outstanding.

Table of Contents

LIGAND PHARMACEUTICALS INCORPORATED
QUARTERLY REPORT

FORM 10-Q

TABLE OF CONTENTS

* No information provided due to inapplicability of item.

Table of Contents

PART I. FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

LIGAND PHARMACEUTICALS INCORPORATED
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)
(in thousands, except share data)

	March 31, 2011	December 31, 2010
ASSETS		
Current assets:		
Cash and cash equivalents	$ 6,033	$ 3,346
Short-term investments	10,487	19,351
Accounts receivable, net	1,383	993
Inventory	4,212	—
Other current assets	1,151	720
Income tax receivable	—	4,575
Current portion of co-promote termination payments receivable	8,030	8,034
Total current assets	31,296	37,019
Restricted cash and investments	1,341	1,341
Property and equipment, net	795	559
Goodwill and other identifiable intangible assets	76,757	12,951
Long-term portion of co-promote termination payments receivable	22,060	22,851
Deferred income taxes	1,021	—
Other assets	883	838
Total assets	$ 134,153	$ 75,559
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
Current liabilities:		
Accounts payable	$ 13,032	$ 8,597
Accrued liabilities	11,904	8,859
Accrued litigation settlement costs	—	1,000
Current portion of deferred gain	1,277	1,702
Current portion of co-promote termination liability	8,030	8,034
Current portion of lease termination payments	5,300	5,296
Bank line of credit	5,000	—
Current portion of deferred revenue	27	—
Total current liabilities	44,570	33,488
Long-term portion of note payable	20,029	—
Long-term portion of co-promote termination liability	22,060	22,851
Long-term portion of deferred revenue, net	2,546	2,546
Long-term portion of lease exit obligations	10,548	11,118
Deferred income taxes	2,864	372
Liability for contingent value rights	17,341	700
Other long-term liabilities	842	989
Total liabilities	120,800	72,064
Commitments and contingencies		
Common stock subject to conditional redemption; 112,371 shares issued and outstanding at March 31, 2011 and December 31, 2010, respectively	8,344	8,344
Stockholders' equity (deficit):		
Convertible preferred stock, $0.001 par value; 833,333 shares authorized; none issued	—	—
Common stock, $0.001 par value; 33,333,333 shares authorized; 20,644,234 and 20,620,917 shares issued at March 31, 2011 and December 31, 2010, respectively	21	21
Additional paid-in capital	729,723	729,271
Accumulated other comprehensive income	5	31
Accumulated deficit	(682,460)	(691,947)
Treasury stock, at cost; 1,118,222 and 1,111,999 shares at March 31, 2011 and December 31, 2010, respectively	(42,280)	(42,225)
Total stockholders' equity (deficit)	5,009	(4,849)
	$ 134,153	$ 75,559

See accompanying notes.

Table of Contents

LIGAND PHARMACEUTICALS INCORPORATED
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(Unaudited)
(in thousands, except share data)

	Three Months Ended March 31,	
	2011	2010
Revenues:		
Royalties	$ 1,993	$ 1,962
Material sales	1,019	—
Collaborative research and development and other revenues	884	3,996
Total revenues	3,896	5,958
Operating costs and expenses:		
Cost of sales	525	—
Research and development	1,986	7,362
General and administrative	4,180	3,048
Lease exit and termination costs	(151)	—
Total operating costs and expenses	6,540	10,410
Accretion of deferred gain on sale leaseback	426	426
Loss from operations	(2,218)	(4,026)
Other income (expense):		
Interest income	37	210
Interest expense	(423)	(18)
Decrease (increase) in liability for contingent value rights	(1,736)	552
Other, net	48	567
Total other income (expense), net	(2,074)	1,311
Loss before income taxes	(4,292)	(2,715)
Income tax expense (benefit)	(13,778)	274
Income (loss) from continuing operations	9,486	(2,989)
Discontinued operations:		
Gain on sale of AVINZA Product Line before income taxes	—	9
Gain on sale of Oncology Product Line before income taxes	4	230
Income tax benefit (expense) on discontinued operations	—	—
Discontinued operations	4	239
Net income (loss):	$ 9,490	$ (2,750)
Basic and diluted per share amounts:		
Loss from continuing operations	$ 0.48	$ (0.15)
Discontinued operations	0.00	0.01
Net income (loss)	$ 0.48	$ (0.14)
Weighted average number of common shares	19,623,249	19,576,207

See accompanying notes.

Table of Contents

LIGAND PHARMACEUTICALS INCORPORATED
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(in thousands)

	For the three months ended March 31,	
	2011	2010
Operating activities		
Net income (loss)	$ 9,490	$ (2,750)
Less: gain from discontinued operations	4	239
Loss from continuing operations	9,486	(2,989)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Accretion of deferred gain on sale leaseback	(426)	(426)
Change in estimated fair value of contingent value rights	1,736	(552)
Depreciation and amortization	564	745
Non-cash lease costs	(90)	(47)
Gain on asset write-offs	—	(26)
Realized gain on investment	(23)	(691)
Stock-based compensation	452	624
Other	29	38
Changes in operating assets and liabilities, net of acquisition:		
Accounts receivable, net	1,024	320
Inventory	(1,797)	—
Other current assets	4,605	47
Other long term assets	460	(456)
Accounts payable and accrued liabilities	(428)	(9,810)
Other liabilities	(800)	(1,300)
Deferred income taxes	(13,908)	—
Deferred revenue	27	(1,615)
Net cash provided by (used in) operating activities of continuing operations	911	(16,138)
Net cash provided by operating activities of discontinued operations	—	262
Net cash provided by (used in) operating activities	911	(15,876)
Investing activities		
Purchases of property and equipment	(5)	(56)
Acquisition of CyDex, net of cash acquired	(32,024)	—
Acquisition of Metabasis, net of cash acquired	—	(2,834)
Purchases of short-term investments	(5,000)	(31,861)
Proceeds from sale of short-term investments	13,888	34,743
Proceeds from sale of property and equipment and building	—	3,259
Other, net	(28)	629
Net cash provide by (used in) investing activities of continuing operations	(23,169)	3,880
Net cash provided by investing activities of discontinued operations	—	—
Net cash provided by (used in) investing activities	(23,169)	3,880
Financing activities		
Proceeds from issuance of debt	25,000	—
Share repurchases	(55)	—
Principal payments on equipment financing obligations	—	(10)
Net proceeds from issuance of common stock	—	18
Net cash provided by financing activities	24,945	8
Net increase (decrease) in cash and cash equivalents	2,687	(11,988)
Cash and cash equivalents at beginning of period	3,346	16,032
Cash and cash equivalents at end of period	$ 6,033	$ 4,044

See accompanying notes.

LIGAND PHARMACEUTICALS INCORPORATED
Notes to Condensed Consolidated Financial Statements
(Unaudited)

1. Basis of Presentation

Ligand Pharmaceuticals Incorporated, a Delaware corporation (the "Company" or "Ligand"), is a biotechnology company that focuses on drug discovery and early-stage development of pharmaceuticals that address critical unmet medical needs or that are more effective and/or safer than existing therapies, more convenient to administer and are cost effective. The Company's principle market is the United States. The Company sold its Oncology Product Line ("Oncology") and AVINZA Product Line ("AVINZA") on October 25, 2006 and February 26, 2007, respectively. The operating results for Oncology and AVINZA have been presented in the accompanying consolidated financial statements as "Discontinued Operations".

The Company has incurred significant losses since its inception. At March 31, 2011, the Company's accumulated deficit was $682.5 million and the Company had negative working capital of $13.3 million. Based on management's plans, including expense reductions, if necessary, the Company believes its currently available cash, cash equivalents, and short-term investments as well as its current and future royalty, license and milestone revenues will be sufficient to satisfy its anticipated operating and capital requirements through at least the next twelve months. The Company's future operating and capital requirements will depend on many factors, including, but not limited to: the pace of scientific progress in its research and development programs; the potential success of these programs; the scope and results of preclinical testing and clinical trials; the time and costs involved in obtaining regulatory approvals; the costs involved in preparing, filing, prosecuting, maintaining and enforcing patent claims; competing technological and market developments; the amount of royalties on sales of the commercial products of its partners; the efforts of its collaborative partners; obligations under its operating lease agreements and lease termination agreement; and the capital requirements of any companies the Company acquires, including Pharmacopeia, Inc. ("Pharmacopeia"), Neurogen Corporation ("Neurogen"), Metabasis Therapeutics, Inc. ("Metabasis") and CyDex Pharmaceuticals, Inc. ("CyDex"). Management's plans and efforts may not fully address any significant adverse impact from any or all of these factors and the Company may be required to obtain additional financing, which may not be available at acceptable terms, or at all.

Principles of Consolidation

The condensed consolidated financial statements include the Company's wholly owned subsidiaries, Seragen, Inc. ("Seragen"), Nexus Equity VI LLC ("Nexus"), Pharmacopeia, Neurogen, Metabasis and CyDex. All significant intercompany accounts and transactions have been eliminated in consolidation.

Basis of Presentation

Our accompanying unaudited consolidated condensed financial statements as of March 31, 2011 and for the three months ended March 31, 2011 and 2010 have been prepared in accordance with accounting principles generally accepted in the United States of America for interim financial information. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States of America for annual financial statements. Our consolidated condensed balance sheet at December 31, 2010 has been derived from the audited financial statements at that date, but does not include all of the information and footnotes required by accounting principles generally accepted in the United States of America for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation of the financial position and results of operations of Ligand Pharmaceuticals Incorporated, and our subsidiaries (the Company) have been included. Operating results for the three months ended March 31, 2011 are not necessarily indicative of the results that may be expected for the year ending December 31, 2011. These financial statements should be read in conjunction with the consolidated financial statements and notes therein included in our annual report on Form 10-K for the year ended December 31, 2010.

Use of Estimates

The preparation of consolidated financial statements in conformity with generally accepted accounting principles requires the use of estimates and assumptions that affect the reported amounts of assets and liabilities, including disclosure of contingent assets and liabilities, at the date of the consolidated financial statements, and the reported amounts of revenue and expenses during the reporting period. The Company's critical accounting policies are those that are both most important to the Company's financial condition and results of operations and require the most difficult, subjective or complex judgments on the part of management in their application, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. Because of the uncertainty of factors surrounding the estimates or judgments used in the preparation of the consolidated financial statements, actual results may materially vary from these estimates.

Income (Loss) Per Share

Basic earnings per share is calculated by dividing net income or loss by the weighted average number of common shares and vested restricted stock units outstanding. Diluted earnings per share is computed by dividing net income or loss by the weighted average number of common shares and vested restricted stock units outstanding and the weighted average number of dilutive common stock equivalents, including stock options and non-vested restricted stock units. Common stock equivalents are only included in the diluted earnings per share calculation

when their effect is dilutive. For the three months ended March 31, 2011 and 2010, no potential common shares are included in the computation of any diluted per share amounts, including income (loss) per share from discontinued operations and net loss per share, as the Company reported a loss from continuing operations. Potential common shares, the shares that would be issued upon the exercise of outstanding stock options and warrants and the vesting of restricted shares that would be excluded from the computation of diluted loss per share, were 1.3 million and 1.2 million at March 31, 2011 and 2010, respectively.

Revenue Recognition

Royalties on sales of products commercialized by the Company's partners are recognized in the quarter reported by the respective partner.

Material sales revenue is recognized upon transfer of title, which normally passes to the buyer upon shipment to the customer. The Company's credit and exchange policy includes provisions for the return of product between 30 to 90 days, depending on the specific terms of the individual agreement, when that product (1) does not meet specifications, (2) is damaged in shipment (in limited circumstances where title does not transfer until delivery), or (3) is exchanged for an alternative grade of CAPTISOL.

Revenue from research funding under the Company's collaboration agreements is earned and recognized on a percentage-of-completion basis as research hours are incurred in accordance with the provisions of each agreement.

Nonrefundable, up-front license fees and milestone payments with standalone value that are not dependent on any future performance by the Company under the Company's collaboration agreements are recognized as revenue upon the earlier of when payments are received or collection is assured, but are deferred if the Company has continuing performance obligations. Amounts received under multiple-element arrangements requiring ongoing services or performance by the Company are recognized over the period of such services or performance.

Revenue from milestones is recognized when earned, as evidenced by written acknowledgement from the collaborator, provided that (i) the milestone event is substantive, its achievability was not reasonably assured at the inception of the agreement, and the Company has no further performance obligations relating to that event, and (ii) collectability is reasonably assured. If these criteria are not met, the milestone payment is recognized over the remaining period of the Company's performance obligations under the arrangement.

Income Taxes

The Company recognizes liabilities or assets for the deferred tax consequences of temporary differences between the tax bases of assets or liabilities and their reported amounts in the financial statements. These temporary differences will result in taxable or deductible amounts in future years when the reported amounts of the assets or liabilities are recovered or settled. A valuation allowance is established when management determines that it is more likely than not that all or a portion of a deferred tax asset will not be realized. Management evaluates the realizability of its net deferred tax assets on a quarterly basis and valuation allowances are provided, as necessary. During this evaluation, management reviews its forecasts of income in conjunction with other positive and negative evidence surrounding the realizability of its deferred tax assets to determine if a valuation allowance is required. Adjustments to the valuation allowance will increase or decrease the Company's income tax provision or benefit. Management also applies the relevant guidance to determine the amount of income tax expense or benefit to be allocated among continuing operations, discontinued operations, and items charged or credited directly to stockholders' equity. The Company recorded an income tax benefit of $13.8 million for the three months ended March 31, 2011 and income tax expense of $0.3 million for the three months ended March 31, 2010. The income tax benefit for the three months ended March 31, 2011 relates to the Company's acquisition of CyDex in January 2011. For financial statement purposes, the Company recorded the acquired CyDex intangible assets of approximately $64 million. For tax purposes, the Company is required to carry over the historic tax basis of the assets and liabilities of Cydex. In accordance with ASC Topic 805, the Company established net deferred tax assets and liabilities of approximately $15 million. As a result of the ability to recognize deferred tax assets for these deferred tax liabilities, the Company released valuation allowances against its deferred tax assets resulting in an income tax benefit of $13.8 million for the three months ended March 31, 2011.

A tax position must meet a minimum probability threshold before a financial statement benefit is recognized. The minimum threshold is a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The Company recognizes interest and penalties related to uncertain tax positions in income tax expense.

Accounting for Stock-Based Compensation

Stock-based compensation expense for awards to employees and non-employee directors is recognized on a straight-line basis over the vesting period until the last tranche vests. Compensation cost for consultant awards is recognized over each separate tranche's vesting period. The Company recognized compensation expense of $0.5 million and $0.6 million for the three months ended March 31, 2011 and 2010, respectively. The compensation expense related to share-based compensation arrangements is recorded as components of research and development expenses ($0.1 million and $0.3 million) and general and administrative expenses ($0.4 million and $0.3 million) for the three months ended March 31, 2011 and 2010, respectively.

The fair-value for options that were awarded to employees and directors was estimated at the date of grant using the Black-Scholes option valuation model with the following weighted-average assumptions:

	Three Months Ended March 31,	
	2011	2010
Risk-free interest rate	2.6%	2.7%
Dividend yield	—	—
Expected volatility	70%	73%
Expected term	6.0 years	6.1 years

The expected term of the employee and non-employee director options is the estimated weighted-average period until exercise or cancellation of vested options (forfeited unvested options are not considered) based on historical experience. The expected term for consultant awards is the remaining period to contractual expiration.

Volatility is a measure of the expected amount of variability in the stock price over the expected life of an option expressed as a standard deviation. In selecting this assumption, management used the historical volatility of the Company's stock price over a period approximating the expected term.

Cash, Cash Equivalents and Short-term Investments

Cash and cash equivalents consist of cash and highly liquid securities with maturities at the date of acquisition of three months or less. The following table summarizes the various investment categories at March 31, 2011 and December 31, 2010 (in thousands):

	Cost	Gross unrealized gains	Gross unrealized losses	Estimated fair value
March 31, 2011				
Certificates of deposit	$10,062	$ 122	$ —	$10,184
Corporate obligations	300	7	(4)	303
	10,362	129	(4)	10,487
Certificates of deposit—restricted	1,341	—	—	1,341
	$11,703	$ 129	$ (4)	$11,828
December 31, 2010				
U.S. government securities	$ 2,031	$ 9	$ (3)	$ 2,037
Certificates of deposit	5,062	98	—	5,160
Corporate obligations	12,164	104	(114)	12,154
	19,257	211	(117)	19,351
Certificates of deposit—restricted	1,341	—	—	1,341
	$20,598	$ 211	$ (117)	$20,692

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash equivalents and investments and accounts receivable.

The Company invests its excess cash principally in United States government debt securities, investment grade corporate debt securities and certificates of deposit. The Company has established guidelines relative to diversification and maturities that maintain safety and liquidity. These guidelines are periodically reviewed and modified to take advantage of trends in yields and interest rates. Except as described above, the Company has not experienced any significant losses on its cash equivalents, short-term investments or restricted investments.

As of March 31, 2011 and December 31, 2010, cash deposits held at financial institutions in excess of FDIC insured amounts of $250,000 were approximately $14.8 million and $5.1 million, respectively.

Accounts receivable from one customer was 48% of total accounts receivable at March 31, 2011.

The Company obtains CAPTISOL® from a sole-source supplier. If this supplier were not able to supply the requested amounts of CAPTISOL, the Company would be unable to continue to derive revenues from the sale of CAPTISOL until it obtained an alternative source, which might take a considerable length of time.

Allowance for Doubtful Accounts

The Company maintains an allowance for doubtful accounts based on the best estimate of the amount of probable losses in the Company's existing accounts receivable. Accounts receivable that are outstanding longer than their contractual payment terms, ranging from 30 to 90 days, are considered past due. When determining the allowance for doubtful accounts, several factors are taken into consideration, including historical write-off experience and review of specific customer accounts for collectibility. Account balances are charged off against the allowance after collection efforts have been exhausted and the potential for recovery is considered remote. There was no allowance for doubtful accounts included in the balance sheets at March 31, 2011 and December 31, 2010.

Inventory

Inventory is stated at the lower of cost or market. The Company determines cost using the first-in, first-out method. The Company analyzes its inventory levels periodically and writes down inventory to its net realizable value if it has become obsolete, has a cost basis in excess of its expected net realizable value or is in excess of expected requirements.

Other Current Assets

Other current assets consist of the following (in thousands):

	March 31, 2011	December 31, 2010
Prepaid expenses	$ 596	$ 578
Advanced manufacturing payments	420	—
Other receivables	135	142
	$ 1,151	$ 720

Property and Equipment

Property and equipment is stated at cost and consists of the following (in thousands):

	March 31, 2011	December 31, 2010
Lab and office equipment	$ 5,956	$ 5,676
Computer equipment and software	4,051	3,996
Leasehold improvements	62	55
	10,069	9,727
Less accumulated depreciation and amortization	(9,274)	(9,168)
	$ 795	$ 559

Depreciation of equipment is computed using the straight-line method over the estimated useful lives of the assets, which range from three to ten years. Leasehold improvements are amortized using the straight-line method over their estimated useful lives or their related lease term, whichever is shorter.

Goodwill and Other Identifiable Intangible Assets

Goodwill and other identifiable intangible assets consist of the following (in thousands):

	March 31, 2011	December 31, 2010
Acquired in-process research and development	$15,579	$ 12,379
Complete technology	14,643	—
Trade name	2,537	—
Customer relationships	29,400	—
Goodwill	15,213	700
	$77,372	$ 13,079
Accumulated amortization	(615)	(128)
	$76,757	$ 12,951

As discussed in Note 2, on January 24, 2011, the Company completed its acquisition of CyDex Pharmaceuticals, Inc. As a result of the transaction, the Company recorded $46.6 million of intangible assets with definite lives. The weighted-average amortization period for the identified intangible assets with definite lives is 20 years. In addition, the Company recorded $3.2 million of acquired In-Process Research and Development (IPR&D) and $14.3 million of goodwill.

Intangible assets related to IPR&D are considered to be indefinite-lived until the completion or abandonment of the associated research and development efforts. During the period the assets are considered to be indefinite-lived, they will not be amortized but will be tested for impairment on an annual basis and between annual tests if the Company becomes aware of any events occurring or changes in circumstances that would indicate a reduction in the fair value of the IPR&D projects below their respective carrying amounts. If and when development is complete, which generally occurs if and when regulatory approval to market a product is obtained, the associated assets would be deemed finite-lived and would then be amortized based on their respective estimated useful lives at that point in time.

Impairment of Long-Lived Assets

Management reviews long-lived assets for impairment annually or whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to future undiscounted net cash flows expected to be generated by the asset. If such assets are considered to be impaired, the impairment to be recognized is measured as the amount by which the carrying amount of the assets exceeds the fair value of the assets. Fair value for the Company's long-lived assets is determined using the expected cash flows discounted at a rate commensurate with the risk involved. As of March 31, 2011, management does not believe there have been any events or circumstances indicating that the carrying amount of its long-lived assets may not be recoverable.

Accrued Liabilities

Accrued liabilities consist of the following (in thousands):

	March 31, 2011	December 31, 2010
Compensation	$ 757	$ 2,201
Legal	224	330
Lease exit obligations	1,988	2,076
Current portion of liability for contingent value rights	4,300	—
Other	4,635	4,252
	$11,904	$ 8,859

Other Long-Term Liabilities

Other long-term liabilities consist of the following (in thousands):

	March 31, 2011	December 31, 2010
Deferred rent	$ 454	$ 601
Deposits	388	388
	$ 842	$ 989

Sale of Royalty Rights

The Company previously sold to third parties the rights to future royalties of certain of its products. As part of the underlying royalty agreements, the partners have the right to offset a portion of any future royalty payments owed to the Company to the extent of previous milestone payments. Accordingly, the Company deferred a portion of the revenue associated with each tranche of royalty right sold, equal to the pro-rata share of the potential royalty offset. Such amounts associated with the offset rights against future royalty payments will be recognized as revenue upon receipt of future royalties from the respective partners. As of March 31, 2011 and December 31, 2010, the Company had deferred $2.5 million of revenue, which is included in long-term portion of deferred revenue.

Comprehensive Income (loss)

Comprehensive income (loss) represents net income (loss) adjusted for the change during the periods presented in unrealized gains and losses on available-for-sale securities less reclassification adjustments for realized gains or losses included in net income (loss). Comprehensive loss is as follows for the periods ended March 31 (in thousands):

	2011	2010
Net income (loss) as reported	$9,490	$(2,750)
Unrealized net gain (loss) on available-for-sale securities	(26)	508
Comprehensive income (loss)	$9,464	$(2,242)

Recently Adopted Accounting Pronouncements

In October 2009, the FASB issued Accounting Standards Update ("ASU") No. 2009-13, "Multiple-Deliverable Revenue Arrangements," or ASU 2009-13, which amends existing revenue recognition accounting pronouncements that are currently within the scope of ASC 605. This guidance eliminates the requirement to establish the fair value of undelivered products and services and instead provides for separate revenue recognition based upon management's estimate of the selling price for an undelivered item when there is no other means to determine the fair value of that undelivered item. ASU 2009-13 is effective for the Company prospectively for revenue arrangements entered into or materially modified beginning January 1, 2011. The Company's adoption of this amendment had no impact on its consolidated financial position, results of operations or cash flows.

In January 2010, the FASB issued ASU No. 2010-06, *Improving Disclosures about Fair Value Measurements*, which, among other things, amends *Accounting Standards Topic 820 Fair Value Measurements and Disclosures (ASC 820)* to require entities to separately present purchases, sales, issuances, and settlements in their reconciliation of Level 3 fair value measurements (i.e., to present such items on a gross basis rather than on a net basis), and which clarifies existing disclosure requirements provided by ASC 820 regarding the level of disaggregation and the inputs and valuation techniques used to measure fair value for measurements that fall within either Level 2 or Level 3 of the fair value hierarchy. ASU No. 2010-06 is effective for interim and annual periods beginning after December 15, 2009, except for the disclosures about purchases, sales, issuances, and settlements in the roll forward of activity in Level 3 fair value measurements which are effective for fiscal years beginning after December 15, 2010 and for interim periods within those fiscal years. The Company's adoption of this standard had no impact on its consolidated financial position, results of operations or cash flows.

2. Acquisition of CyDex

On January 24, 2011, the Company acquired CyDex Pharmaceuticals, Inc. ("CyDex"), a specialty pharmaceutical company developing products and licensing its CAPTISOL® technology. CAPTISOL is currently incorporated in five FDA-approved medications and marketed by three of CyDex's licensees: Pfizer, Bristol-Myers Squibb and Prism Pharmaceuticals. In addition, CyDex is supporting drug development efforts with more than 40 companies worldwide.

Under the terms of the agreement, the Company paid $32.0 million to the CyDex shareholders and issued a series of Contingent Value Rights. The Company is obligated to pay $4.3 million in January 2012 and may be required to pay up to an additional $7.25 million upon achievement of certain milestones. In addition, the Company will pay CyDex shareholders, for each respective year from 2011 through 2016, 20% of all CyDex-related revenue, but only to the extent that and beginning only when CyDex-related revenue for such year exceeds $15.0 million; plus an additional 10% of all CyDex-related revenue recognized during such year, but only to the extent that and beginning only when aggregate CyDex-related revenue for such year exceeds $35.0 million.

The CyDex CVR Agreement requires the Company to, in the event of a Default, deliver to an escrow agent the future cash payments described above, and such amounts would then be delivered by the escrow agent to the CyDex shareholders if, as and when they would have by the CyDex CVR Agreement been required to be delivered to the CyDex shareholders by the Company. "Default" includes the following, subject to certain cure rights: (a) the Company fails to pay to the Shareholders' Account any amount as and when required under the CyDex CVR Agreement, (b) at any time the Company is obligated for more than $35.0 million of financial indebtedness (other than financial indebtedness which is expressly subordinated to all obligations of Ligand under the CyDex CVR Agreement pursuant to a written subordination agreement signed by and reasonably acceptable to the Shareholders' Representative), (c) at any time after March 15, 2011 the Company's cash, cash equivalents and short-term investments is less than $10.0 million, or (d) the Company commits any material breach of the CyDex CVR Agreement.

Ligand is required by the CyDex CVR Agreement to dedicate at least five experienced full-time employee equivalents per year to the acquired business and to invest at least $1.5 million per year, inclusive of such employee expenses, in the acquired business, through 2015.

At the closing of the acquisition, the Company recorded a $19.2 million contingent liability for amounts potentially due to holders of the CyDex CVRs. The initial fair value of the liability was determined using a discounted cash flow analysis incorporating the estimated future cash flows from potential milestones and revenue sharing. These cash flows were then discounted to present value using a discount rate of 21.6%. The liability will be periodically assessed based on events and circumstances related to the underlying milestones, and the change in fair value will be recorded in the Company's consolidated statements of operations. The carrying amount of the liability may fluctuate significantly and actual amounts paid under the CVR agreements may be materially different than the carrying amount of the liability. The fair value of the liability at March 31, 2011 was $19.2 million.

The components of the preliminary purchase price allocation for CyDex are as follows (in thousands):

Purchase Consideration:	
Cash paid to CyDex shareholders	$ 32,024
Estimated fair value of contingent consideration	19,202
Total purchase consideration	$ 51,226
Allocation of Purchase Price:	
Accounts receivable	$ 1,414
Inventory	2,414
In-process research and development	3,200
Intangible assets with definite lives	46,580
Goodwill	14,256
Other assets	6,133
Liabilities assumed	(22,771)
	$ 51,226

The acquired identified intangible assets with definite lives from the acquisition with CyDex are as follows:

Acquired Intangible Assets (in thousands)	
Complete technology	$ 14,643
Trademark and trade name	2,537
Customer relationships	29,400
	$ 46,580

The weighted-average amortization period for the identified intangible assets with definite lives is 20 years.

The Company has allocated $3.2 million of the purchase price of CyDex to acquired In-Process Research and Development (IPR&D). This amount represents the estimated fair value of CyDex's two main proprietary products that have not yet reached technological feasibility and do not have future alternative use as of the date of the merger.

The valuation was based on a probability-weighted present value of the expected upfront and milestone payments based on a recently signed letter of intent and term sheet The probability of success takes into account the stages of completion and the risks surrounding successful development and commercialization of the underlying product candidates. These cash flows were then discounted to present value using a discount rate of 21.5%.

The Company has allocated $46.6 million to identified intangible assets with definite lives as follows: complete technology $14.6 million, trademark and trade name $2.5 million and customer relationships $29.4 million. The valuation of the complete technology, or CyDex's CAPTISOL technology, was based on a derivative of the discounted cash flow method that estimated the present value of a hypothetical royalty stream derived via the licensing of similar technology. These projected cash flows were then discounted to present value using a discount rate of 20.5%. The valuation of the trademark and trade name was based on the Relief from Royalty method using royalty rates paid in third-party licensing agreements involving similar trade names. These projected cash flows were then discounted to present value using a discount rate of 20.5%.The valuation of the customer relationships was based on a discounted cash flow analysis incorporating the estimated future cash flows from these relationships during their assumed life of 20 years. These cash flows were then discounted to present value using a discount rate of 21.5%.

3. Financial Instruments

The Company measures certain financial assets and liabilities at fair value on a recurring basis, including available-for-sale fixed income and equity securities and other equity securities. The following table provides a summary of the assets and liabilities that are measured at fair value on a recurring basis as of March 31, 2011 (in thousands):

		Fair Value Measurements at Reporting Date Using		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:				
Fixed income available-for-sale securities	$10,487	$ 10,487	$ —	$ —
Liabilities:				
Liability for contingent value rights - Metabasis	$ 1,736	$ 1,736	$ —	$ —
Liability for contingent value rights - Neurogen	700			700
Liability for contingent value rights - CyDex	19,205	—	—	19,205
Total liabilities	$21,641	$ 1,736	$ —	$ 19,905

The following table provides a summary of the assets and liabilities that are measured at fair value on a recurring basis as of December 31, 2010 (in thousands):

		Fair Value Measurements at Reporting Date Using		
	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Assets:				
Fixed income available-for-sale securities	$19,351	$ 19,351	$ —	$ —
Liabilities:				
Liability for contingent value rights - Neurogen	$ 700	$ —	$ —	$ 700

The Company's short-term investments are fixed income available-for-sale securities and include Corporate Notes, Corporate Discount Commercial Paper and certificates of deposit. The fair value of the Company's short-term investments and liability for contingent value rights- Metabasis are determined using quoted market prices in active markets.

4. AVINZA Co-Promotion

In February 2003, Ligand and Organon Pharmaceuticals USA Inc. (Organon) announced that they had entered into an agreement for the co-promotion of AVINZA. Subsequently in January 2006, Ligand signed an agreement with Organon that terminated the AVINZA co-promotion agreement between the two companies and returned AVINZA co-promotion rights to Ligand. In consideration of the early termination, Ligand agreed to make quarterly royalty payments to Organon equal to 6.5% of AVINZA net sales through December 31, 2012 and thereafter 6.0% through patent expiration, currently anticipated to be November of 2017.

In February 2007, Ligand and King Pharmaceuticals, Inc., or King, executed an agreement pursuant to which King acquired all of the Company's rights in and to AVINZA. King also assumed the Company's co-promote termination obligation to make royalty payments to Organon based on net sales of AVINZA. For the fourth quarter of 2006 and through the closing of the AVINZA sale transaction, amounts owed by Ligand to Organon on net reported sales of AVINZA did not result in current period expense, but instead were charged against the co-promote termination liability. The liability was adjusted at each reporting period to fair value and was recognized, utilizing the interest method, as additional co-promote termination charges for that period at a rate of 15%, the discount rate used to initially value this component of the termination liability.

In connection with King's assumption of this obligation, Organon did not consent to the legal assignment of the co-promote termination obligation to King. Accordingly, Ligand remains liable to Organon in the event of King's default of the obligation. Therefore, Ligand recorded an asset as of February 26, 2007 to recognize King's assumption of the obligation, while continuing to carry the co-promote termination liability in the Company's consolidated financial statements to recognize Ligand's legal obligation as primary obligor to Organon. This asset represents a non-interest bearing receivable for future payments to be made by King and is recorded at its fair value. The receivable and liability will remain equal and adjusted each quarter for changes in the fair value of the obligation including for any changes in the estimate of future net AVINZA product sales. This receivable will be assessed on a quarterly basis for impairment (e.g. in the event King defaults on the assumed obligation to pay Organon).

On an annual basis, management reviews the carrying value of the co-promote termination liability. Due to assumptions and judgments inherent in determining the estimates of future net AVINZA sales through November 2017, the actual amount of net AVINZA sales used to determine the current fair value of the Company's co-promote termination asset and liability may be materially different from current estimates.

A summary of the co-promote termination liability as of March 31, 2011 is as follows (in thousands):

Net present value of payments based on estimated future net AVINZA product sales as of December 31, 2010	$30,885
Assumed payments made by King or assignee	(1,240)
Fair value adjustments due to passage of time	445
Total co-promote termination liability as of March 31, 2011	30,090
Less: current portion of co-promote termination liability as of March 31, 2011	(8,030)
Long-term portion of co-promote termination liability as of March 31, 2011	$22,060

5. Property Leases

In August 2009, the Company entered into a lease termination agreement for its 82,500 square foot office and laboratory facility in San Diego, California, which had a lease term through November 2021. Under the terms of the termination agreement, the Company paid a termination fee of $14.3 million as follows: $4.5 million was paid upon signing, $4.5 million was paid in July 2010 and $5.3 million was paid in April 2011. In addition, the Company

entered into a new lease for a period of 27 months commencing October 2009, for premises consisting of approximately 30,000 square feet of office and lab space located in San Diego to serve as its new corporate headquarters. Under the terms of the new lease, the Company pays a basic annual rent of $1.2 million (subject to an annual fixed percentage increase, as set forth in the agreement), plus other normal and necessary expenses associated with the lease.

The Company also leases an office and research facility in San Diego, California under an operating lease arrangement through July 2015. The Company fully vacated this facility in February 2008. The lease agreement provides for increases in annual rents based on changes in the Consumer Price Index or fixed percentage increases ranging from 3% to 7%. Commencing January 2008, the Company sublet this facility through July 2015. The sublease agreement provides for a 3% increase in annual rents. As of March 31, 2011 and December 31, 2010, the lease exit obligation related to this lease was $3.5 million and $3.6 million, respectively.

The Company leases approximately 99,000 square feet in three facilities in Cranbury, New Jersey under leases that expire in 2016. The leases for the New Jersey facilities provide generally for scheduled rent increases, options to extend the leases with certain changes to the terms of the lease agreement, and refurbishment allowances. Commencing September 2009, the Company sublet 5,100 square feet of space through August 2014. As of March 31, 2011, the Company expects to receive $0.3 million in aggregate future lease payments over the duration of the sublease agreement.

In September 2010, the Company ceased use of its facility located in New Jersey. As a result, during the quarter ended September 30, 2010, the Company recorded lease exit costs of $9.7 million for costs related to the difference between the remaining lease obligations of the abandoned operating leases, which run through August 2016, and management's estimate of potential future sublease income, discounted to present value. As of March 31, 2011 and December 31, 2010, the lease exit obligation related to this lease was $7.0 million and $7.5 million, respectively.

6. Segment Reporting

Under Accounting Standards Codification No. 280, "Segment Reporting", or ASC 280, operating segments are defined as components of an enterprise about which separate financial information is available that is regularly evaluated by the entity's chief operating decision maker, in deciding how to allocate resources and in assessing performance. The Company has evaluated this Codification and has identified two reportable segments: the development and commercialization of drugs using CAPTISOL technology by the recently acquired CyDex Pharmaceuticals, Inc. and the traditional biotech operations including drug discovery and development of Ligand Pharmaceuticals, Inc. We evaluate performance based on the operating profit (loss) of the respective business segments. The segment results may not represent actual results that would be expected if they were independent, stand-alone businesses. Segment information was as follows for the three months ended March 31, 2011:

	Ligand	CyDex	Total
Net revenues from external customers	$ 2,348	$ 1,548	$ 3,896
Operating profit (loss)	(2,516)	298	(2,218)
Depreciation and amortization expense	538	26	564
Income tax expense (benefit)	(13,778)	—	(13,778)
Assets	121,694	12,459	134,153

7. Debt

In January 2011, in connection with the acquisition of CyDex, the Company entered into a $20 million Loan and Security Agreement (the "Oxford Loan") with Oxford Finance Corporation ("Oxford"). Under the terms of the Oxford Loan agreement, the Company will make interest only payments for one year at a fixed rate of 8.64%, with an option to extend the interest only payments for an additional year. Subsequent to the interest only payments, the note will amortize with principal and interest payments due through the remaining term of the loan. The loan term, including interest only payments, is 42 months.

If the Company prepays the Oxford Loan, (i) on or before January 24, 2012, the Company must pay Oxford an additional amount equal to 2.0% of the principal amount of the term loan prepaid, and (ii) after January 24, 2012, the Company must pay Oxford an additional amount equal to 1.0% of the principal amount of the term loan prepaid.

Upon final repayment of the Oxford Loan on the maturity date, by prepayment, or upon acceleration of the Oxford Loan, the Company also must make an additional final payment of $1.2 million, which is being accreted over the term of the loan. To secure the Company's repayment obligations under the Oxford Loan, Oxford obtained a first priority security interest in all of the Company's assets, excluding intellectual property.

Additionally, in March 2011, the Company entered into a Loan and Security Agreement (the "Square 1 Loan") with Square 1 Bank ("Square 1"). The Square 1 Loan established a cash-collateralized revolving line of credit facility under which Square 1 agreed to loan up to $5.0 million to the Company. The Company immediately borrowed the full $5.0 million. All outstanding amounts under the Agreement bear interest at a floating rate equal to 200 basis points above the prime rate and may become immediately due and payable if the Company fails to maintain a cash balance at Square 1 of at least $5.0 million. Interest is payable on a monthly basis. The maturity date of the revolving line of credit facility is March 29, 2012.

8. Stockholders' Equity

On November 8, 2010, following approval from the Company's stockholders at a special meeting of stockholders on September 9, 2010, the Company announced a 1-for-6 reverse stock split of its common stock. Accordingly, all share, warrant, option and per share information for all periods presented has been restated to account for the effect of the reverse stock split.

Stock Option Activity

The following is a summary of the Company's stock option plan activity and related information:

	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term in Years	Aggregate Intrinsic Value (in thousands)
Balance at December 31, 2010	641,261	$ 21.36		
Granted	383,485	9.92		
Exercised	(2,096)	9.96		
Forfeited	(17,898)	15.90		
Cancelled	(42,325)	31.14		
Balance at March 31, 2011	962,427	$ 16.47	8.05	$ 89
Exercisable at March 31, 2011	360,847	$ 25.15	6.20	$ 23
Options expected to vest as of March 31, 2011	793,657	$ 17.46	7.84	$ 72

The weighted-average grant-date fair value of all stock options granted during the three months ended March 31, 2011 was $6.31 per share. The total intrinsic value of all options exercised during the three months ended March 31, 2011 was approximately $1,000. There were no options exercised during the three months ended March 31, 2010. As of March 31, 2011, there was $4.3 million of total unrecognized compensation cost related to nonvested stock options. That cost is expected to be recognized over a weighted-average period of 3.0 years.

As of March 31, 2011, 1.0 million shares were available for future option grants or direct issuance under the Company's 2002 Stock Incentive Plan, as amended.

Restricted Stock Activity

Restricted stock activity for the three months ended March 31, 2011 is as follows:

	Shares	Weighted-Average Grant Date Stock Price
Nonvested at December 31, 2010	62,146	$ 13.60
Granted	44,446	10.01
Vested	(28,044)	15.27
Forfeited	(3,071)	13.35
Nonvested at March 31, 2011	75,477	$ 10.88

The weighted-average grant-date fair value of restricted stock granted during the three months ended March 31, 2011 was $10.01 per share. As of March 31, 2011, there was $0.7 million of total unrecognized compensation cost related to nonvested restricted stock. That cost is expected to be recognized over a weighted-average period of 2.4 years.

Employee Stock Purchase Plan

The Company's Employee Stock Purchase Plan, as amended and restated (the "Amended ESPP") allows participants to purchase up to 1,250 shares of Ligand common stock during each offering period, but in no event may a participant purchase more than 1,250 shares of common stock during any calendar year. The length of each offering period is six months, and employees are eligible to participate in the first offering period beginning after their hire date.

The Amended ESPP allows employees to purchase Ligand common stock at the end of each six month period at a price equal to 85% of the lesser of fair market value on either the start date of the period or the last trading day of the period (the "Lookback Provision"). The 15% discount and the Lookback Provision make the Amended ESPP compensatory. There were no shares of common stock issued under the Amended ESPP during the three months ended March 31, 2011 and 2010. The Company recorded compensation expense of $1,000 and $22,000 for the three months ended March 31, 2011 and 2010, respectively. As of March 31, 2011, 104,902 shares were available for future purchases under the Amended ESPP.

Warrants

As of March 31, 2011, warrants to purchase 144,606 shares of the Company's common stock were outstanding with an exercise price of $51.54 per share and an expiration date of April 2012. The warrants were assumed in the acquisition of Pharmacopeia, Inc.

As of March 31, 2011, 163,568 warrants with an exercise price of $179.40 per warrant and an expiration date of April 2013 were outstanding to purchase an aggregate of 129,360 shares of the Company's common stock. If exercised, these warrants are also entitled to receive $0.1 million in cash and 981,411 of each of the Company's four contingent value rights issued to Neurogen shareholders in December 2009. The series of warrants was assumed in the acquisition of Neurogen Corporation.

Share Repurchases

On June 15, 2010, the Company announced that its Board of Directors has authorized the Company to repurchase up to $10.0 million of its common stock from time to time in privately negotiated and open market transactions for a period of up to two years, subject to the Company's evaluation of market conditions, applicable legal requirements and other factors. The Company is not obligated to acquire common stock under this program and the program may be suspended at any time. Through March 31, 2011, the Company repurchased 16,905 shares of its common stock totaling $0.1 million.

9. Litigation

From time to time the Company is subject to various lawsuits and claims with respect to matters arising out of the normal course of its business. If, based on the Company's assessment, it is probable that a liability has been incurred and can be reasonably estimated, then such loss is accrued and charged to operations. Management believes all costs that can be reasonably estimated will not exceed the related existing accruals.

10. Subsequent Events

In April 2011, the Company entered into an amended Loan and Security Agreement (the "Square 1 Amended Loan") with Square 1 Bank ("Square 1"). The Square 1 Amended Loan increased a cash-collateralized revolving line of credit facility by $5.0 million under which Square 1 agreed to loan up to $10.0 million to the Company. The Company immediately borrowed the additional $5.0 million. All outstanding amounts under the Agreement bear interest at a floating rate equal to 200 basis points above the prime rate. Interest is payable on a monthly basis. The maturity date of the revolving line of credit facility is March 29, 2012.

ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Caution: This discussion and analysis may contain predictions, estimates and other forward-looking statements that involve a number of risks and uncertainties, including those discussed in Part II, Item 1A "Risk Factors." This outlook represents our current judgment on the future direction of our business. These statements include those related to our royalty revenues, product returns, and product development. Actual events or results may differ materially from our expectations. For example, there can be no assurance that our revenues or expenses will meet any expectations or follow any trend(s), that we will be able to retain our key employees or that we will be able to enter into any strategic partnerships or other transactions. We cannot assure you that we will receive expected royalties to support our ongoing business or that our internal or partnered pipeline products will progress in their development, gain marketing approval or achieve success in the market. In addition, ongoing or future arbitration, or litigation or disputes with third parties may have a material adverse effect on us. Such risks and uncertainties, and others, could cause actual results to differ materially from any future performance suggested. We undertake no obligation to release publicly the results of any revisions to these forward-looking statements to reflect events or circumstances arising after the date of this quarterly report. This caution is made under the safe harbor provisions of Section 21E of the Securities Exchange Act of 1934, as amended.

Our trademarks, trade names and service marks referenced herein include Ligand. Each other trademark, trade name or service mark appearing in this quarterly report belongs to its owner.

References to Ligand Pharmaceuticals Incorporated ("Ligand," the "Company," "we" or "our") include our wholly owned subsidiaries—Seragen, Inc. ("Seragen"); Nexus Equity VI LLC ("Nexus"); Pharmacopeia, LLC; Neurogen Corporation; Metabasis Therapeutics, Inc.; and CyDex Pharmaceuticals, Inc.

Overview

We are a biotechnology company that operates with a simple business model focused on developing or acquiring revenue generating assets and coupling them to a lean corporate cost structure. Our goal is to create a sustainably profitable business and generate meaningful value for our stockholders. Since our business model is based on the goal of partnering with other pharmaceutical companies to commercialize and market our assets, the revenue that supports our business is based largely on payments made to us by partners for royalties, milestones, license fees, and material sales of CAPTISOL. We expect to receive revenue from eight partner-marketed products in 2011 and have a portfolio of over fifty additional programs that are in various stages of development with the potential to become future revenue generating assets. This portfolio of assets is highly diversified across numerous technology types, therapeutic areas, drug targets, and industry partners, offering investors a unique and, we believe, lower risk portfolio opportunity in which to invest in the increasingly complicated and unpredictable pharmaceutical industry. These programs address the unmet medical needs of patients for a broad spectrum of diseases including hepatitis, muscle wasting, Alzheimer's disease, dyslipidemia, diabetes, anemia, COPD, asthma, rheumatoid arthritis, oncology and osteoporosis. We have established multiple alliances with the world's leading pharmaceutical companies including GlaxoSmithKline, Merck, Pfizer, Bristol-Myers Squibb, Onyx, and AstraZeneca.

On September 7, 2006, we announced the sale of ONTAK, Targretin capsules, Targretin gel, and Panretin gel to Eisai, Inc., or Eisai, and the sale of AVINZA to King Pharmaceuticals, Inc., or King. The Eisai sales transaction subsequently closed on October 25, 2006. The AVINZA sale transaction subsequently closed on February 26, 2007. Accordingly, the results for the Oncology and AVINZA Product Lines have been presented in our consolidated statements of operations as "Discontinued Operations."

On December 23, 2008, we acquired all of the outstanding common shares of Pharmacopeia, Inc., or Pharmacopeia, a clinical development stage biopharmaceutical company dedicated to discovering and developing novel small molecule therapeutics to address significant medical needs.

On December 23, 2009, we acquired all of the outstanding common shares of Neurogen Corporation, or Neurogen, a drug development company historically focusing on small-molecule drugs to improve the lives of patients suffering from psychiatric and neurological disorders with significant unmet medical needs.

On January 27, 2010, we completed the acquisition of Metabasis Therapeutics, Inc., or Metabasis, following approval of the transaction by Metabasis stockholders. As a result, we gained additional pipeline assets and drug discovery technologies and resources.

On January 26, 2011, we completed the acquisition of CyDex Pharmaceuticals, Inc., or CyDex, following approval of the transaction by CyDex stockholders. As a result, we gained revenue from four currently marketed products, a large portfolio of partnered drug development programs, an internal pipeline of proprietary drugs, and the CAPTISOL drug formulation platform technology.

Metabasis Contingent Value Rights

In January 2010, we completed our acquisition of Metabasis. In addition to cash consideration, we issued four tradable Contingent Value Rights ("CVRs"), one CVR from each of four respective series of CVRs, for each Metabasis share. The CVRs will entitle the holder to cash payments as frequently as every six months as cash is received by us from proceeds from Metabasis' partnership with Roche or the sale or partnering of any of the Metabasis drug development programs, among other triggering events. We have also committed to spend at least $8 million in new research and development funding on the Metabasis programs within 42 months following the closing of the transaction. Through March 31, 2011, we estimate that we have spent approximately $3.9 million of the committed amount.

In January 2011, we entered into a strategic relationship with Chiva Pharmaceuticals, Inc. to develop multiple assets and technology in China and potentially worldwide. Chiva was granted licenses to begin immediate development in China of two clinical-stage HepDirect programs, Pradefovir for hepatitis B and MB01733 for hepatocellular carcinoma. Additionally, we granted Chiva a non-exclusive HepDirect technology license for the discovery, development and worldwide commercialization of new compounds in hepatitis B (HepB), hepatitis C (HepC) and hepatocellular carcinoma (HCC). Under the terms of the agreement, we are entitled to milestones and royalties on potential sales. In addition, we are entitled to receive a 10% equity position in Chiva and will also receive a portion of any sublicensing revenue generated from sublicensing of collaboration compounds to third parties in a major world market. We received a $0.5 million license payment in March 2011, of which $0.1 million will be remitted to CVR holders, and will receive an additional $0.5 million license payment in December 2011.

Results of Operations

Three Months Ended March 31, 2011 and 2010

Total revenues for the three months ended March 31, 2011 were $3.9 million compared to $6.0 million for the same period in 2010. We reported income from continuing operations of $9.5 million for the three months ended March 31, 2011, compared to a loss of $3.0 million for the three months ended March 31, 2010.

Royalty Revenue

Royalty revenues were $2.0 million for the three months ended March 31, 2011, compared to $2.0 million for the same period in 2010. Royalty revenues were flat period over period as an increase in PROMACTA royalties was offset by a decrease in AVINZA royalties.

Material Sales

We recorded material sales of $1.0 million for the three months ended March 31, 2011 as a result of our acquisition of CyDex in January 2011.

Collaborative Research and Development and Other Revenues

We recorded collaborative research and development and other revenues of $0.9 million for the three months ended March 31, 2011, compared to $4.0 million for the same period in 2010. The decrease of $3.1 million for the three months ended March 31, 2011, compared to the same period in 2010, is primarily due to the termination of our remaining research obligations under collaboration agreements, including the recognition of approximately $1.7 million of deferred revenue related to the termination.

Research and Development Expenses

The major components of research and development expenses are as follows (in thousands):

	Three Months Ended March 31,	
	2011	2010
Internal research programs	$1,819	$ 3,068
Collaborative research	—	3,646
Development	167	648
Total research and development	$1,986	$ 7,362

Research and development expenses were $1.9 million for the three months ended March 31, 2011, compared to $7.4 million for the same 2010 period. The decrease of $5.5 million for the three months ended March 31, 2011, compared to the same period in 2010, is primarily due to $3.6 million of costs associated with collaboration agreements that were terminated, $1.3 million of reduced costs as a result of staff reductions related to internal programs and $0.5 million of costs associated with clinical trials.

As summarized in the table below, we are developing several proprietary products for a variety of indications. These programs represent our future licensing opportunities to expand our partnered asset portfolio.

Program	Disease/Indication	Development Phase
Selective Androgen Receptor Modulators (SARMs) (agonists)	Muscle wasting and frailty	Phase I
CAPTISOL-Enabled Clopidogrel IV	Anti-platelet	Phase II
CAPTISOL-Enabled Melphalan I	Oncology	Phase II
CAPTISOL-Enabled Topiramate IV	Epilepsy/Seizures	Preclinical
Glucagon receptor antagonists	Diabetes	Preclinical

We do not provide forward-looking estimates of costs and time to complete our ongoing research and development projects, as such estimates would involve a high degree of uncertainty. Uncertainties include our inability to predict the outcome of complex research, our inability to predict the results of clinical studies, regulatory requirements placed upon us by regulatory authorities such as the FDA and EMEA, our inability to predict the decisions of our collaborative partners, our ability to fund research and development programs, competition from other entities of which we may become aware in future periods, predictions of market potential from products that may be derived from our research and development efforts, and our ability to recruit and retain personnel or third-party research organizations with the necessary knowledge and skills to perform certain research. Refer to “Item 1A. Risk Factors” for additional discussion of the uncertainties surrounding our research and development initiatives.

General and Administrative Expenses

General and administrative expenses were $4.2 million for the three months ended March 31, 2011, compared to $3.0 million for the same period in 2010. The increase of $1.2 million is primarily due to transactions costs associated with the acquisition of CyDex as well as the additional costs to operate the CyDex business.

Lease Exit and Termination Costs

In September 2010, we ceased use of our facility located in Cranbury, New Jersey. As a result, during the quarter ended September 30, 2010, we recorded lease exit costs of $9.7 million for costs related to the difference between the remaining lease obligations of the abandoned operating leases, which run through August 2016, and management's estimate of potential future sublease income, discounted to present value. Actual future sublease income may differ materially from our estimate, which would result in us recording additional expense or reductions in expense. In addition, we wrote-off approximately $5.4 million of property and equipment related to the facility closure and recorded approximately $0.8 million of severance related costs. During the quarter ended March 31, 2011, we sold certain property and equipment for $0.2 million from our former facility, which was recorded as a reduction of lease termination and exit costs.

Accretion of Deferred Gain on Sale Leaseback

On November 9, 2006, we sold real property located in San Diego, California for a sale price of $47.6 million. This property included our corporate headquarter building totaling approximately 82,500 square feet, the land on which the building was situated, and two adjacent vacant lots. As part of the sale transaction, we agreed to leaseback the building for a period of 15 years. We recognized an immediate pre-tax gain on the sale transaction of $3.1 million and deferred a gain of $29.5 million on the sale of the building. The deferred gain was being recognized on a straight-line basis over the 15 year term of the lease at a rate of approximately $2.0 million per year. In August 2009, we entered into a lease termination agreement for this building. As a result, we recognized $20.4 million of accretion of deferred gain during the quarter ended September 30, 2009, and will recognize the remaining balance of the deferred gain through the term of our new building lease, which expires in December 2011. The amount of the deferred gain recognized for the three months ended March 31, 2011 was $0.4 million, compared to $0.4 million for the same period in 2010.

Interest Income, net

Interest income was $37,000 for the three months ended March 31, 2011, compared to $0.2 million for the same period in 2010. The decrease in interest income in 2011 was due to lower cash and investment balances.

Interest Expense

Interest expense was $0.4 million for the three months ended March 31, 2011, compared to $18,000 for the same period in 2010. The increase in interest expense of $0.3 million was due to the $20 million loan obtained to acquired CyDex in January 2011.

Liability for Contingent Value Rights

We recorded an increase in liability for CVRs of $1.7 million for the three months ended March 31, 2011, compared to a decrease in liability for CVRs of $0.6 million for the three months ended March 31, 2010. The increase relates to our liability for amounts potentially due to holders of CVRs associated with our Metabasis acquisition. The initial fair value of the liability was determined using quoted market prices of Metabasis common stock in active markets. The liability is subsequently marked-to-market at each reporting period based upon the quoted market prices of the underlying CVR, and the change in fair value is recorded in our consolidated statements of operations. The carrying amount of the liability may fluctuate significantly based upon quoted market prices and actual amounts paid under the CVR agreements may be materially different than the carrying amount of the liability.

Income Taxes

We recorded an income tax benefit of $13.8 million for the three months ended March 31, 2011 and income tax expense of $0.3 million for the three months ended March 31, 2010. The income tax benefit for the three months ended March 31, 2011 relates to the release of a portion of our valuation allowance against deferred tax assets which can be used to offset deferred tax liabilities recorded in connection with our acquisition of CyDex in January 2011. The income tax expense for the three months ended March 31, 2010 related to estimated interest on a proposed underpayment of tax as a result of an audit of our 2007 fiscal year. In January 2011, we were notified by the IRS that they had completed their examination resulting in no changes to the taxes for our 2007 tax year.

Discontinued Operations

Oncology Product Line

On September 7, 2006, we and Eisai Inc., a Delaware corporation, and Eisai Co., Ltd., a Japanese company (which we collectively refer to as Eisai), entered into a purchase agreement, or the Oncology Purchase Agreement, pursuant to which Eisai agreed to acquire all of our worldwide rights in and to our oncology products, including, among other things, all related inventory, equipment, records and intellectual property, and assume certain liabilities as set forth in the Oncology Purchase Agreement. The Oncology product line included our four marketed oncology drugs: ONTAK, TARGRETIN capsules, TARGRETIN gel and PANRETIN gel.

Pursuant to the terms of the Oncology Purchase Agreement, we retained the liability for returns of product from wholesalers that had been sold by us prior to the close of the transaction. Accordingly, as part of the accounting for the gain on the sale of the Oncology product line, we recorded a reserve for Oncology product returns.

During the three months ended March 31, 2011 and 2010, we recognized $4,000 and $0.2 million, respectively, of pre-tax gains due to subsequent changes in certain estimates and liabilities recorded as of the sale date.

AVINZA Product Line

On September 6, 2006, we and King entered into a purchase agreement, or the AVINZA Purchase Agreement, pursuant to which King agreed to acquire all of our rights in and to AVINZA in the United States, its territories and Canada, including, among other things, all AVINZA inventory, records and related intellectual property, and assume certain liabilities as set forth in the AVINZA Purchase Agreement, which we collectively refer to as the Transaction.

Pursuant to the terms of the AVINZA Purchase Agreement, we retained the liability for returns of product from wholesalers that had been sold by us prior to the close of the Transaction. Accordingly, as part of the accounting for the gain on the sale of AVINZA, we recorded a reserve for AVINZA product returns.

During the three months ended March 31, 2011 and 2010, we recognized pre-tax gains of $0 and $9,000, respectively, due to subsequent changes in certain estimates and liabilities recorded as of the sale date.

Income Taxes

We recorded no provision for income taxes related to discontinued operations for the three months ended March 31, 2011 and 2010 as we did not realize any taxable income from either discontinued or continuing operations.

Liquidity and Capital Resources

We have financed our operations through offerings of our equity securities, borrowings from long-term debt, issuance of convertible notes, product sales and the subsequent sales of our commercial assets, royalties, collaborative research and development and other revenues, capital and operating lease transactions.

We had a working capital deficit of $13.3 million at March 31, 2011 compared to working capital of $3.5 million at December 31, 2010. Available cash, cash equivalents and short-term investments totaled $16.5 million as of March 31, 2011 compared to $22.7 million as of December 31, 2010. We primarily invest our cash in certificates of deposit and United States government and investment grade corporate debt securities.

In August 2009, we entered into a lease termination agreement for our corporate facility in San Diego. Under the terms of the agreement, we paid a termination fee of $14.3 million as follows: $4.5 million was paid upon signing, $4.5 million was paid in July 2010 and $5.3 million was paid in April 2011. In addition, we entered into a new lease for a period of 27 months commencing October 2009, for premises consisting of office and lab space located in San Diego to serve as our new corporate headquarters.

In January 2011, we used $12.0 million of our existing cash, cash equivalents and short-term investments for the acquisition of CyDex. In connection with the acquisition, we entered into a $20 million Loan and Security Agreement, or the Loan Agreement, with a lender. Under the terms of the Loan Agreement, we will make interest only payments for one year at a fixed rate of 8.64%, with an option to extend the interest only payments for an additional year. Subsequent to the interest only payments, the note will amortize with principal and interest payments due through the remaining term of the loan. The loan term, including interest only payments, is 42 months.

Additionally, in March 2011, we entered into a Loan and Security Agreement, or the Commercial Loan, with our commercial bank. The Commercial Loan established a cash-collateralized revolving line of credit facility under which our commercial bank agreed to loan up to $5.0 million to us. We immediately borrowed the full $5.0 million. All outstanding amounts under the Commercial Loan bear interest at a floating rate equal to 200 basis points above the prime rate. Interest is payable on a monthly basis. The maturity date of the Commercial Loan is March 29, 2012.

Based on management's plans, including expense reductions, if necessary, and our current business outlook, we believe our currently available cash, cash equivalents, and short-term investments as well as our current and future royalty, license and milestone revenues will be sufficient to satisfy our anticipated operating and capital requirements through at least the next twelve months. Our future operating and capital requirements will depend on many factors, including, but not limited to: the pace of scientific progress in our research and development programs; the magnitude of these programs; the scope and results of preclinical testing and clinical trials; the time and costs involved in obtaining regulatory approvals; the costs involved in preparing, filing, prosecuting, maintaining and enforcing patent claims; competing technological and market developments; the amount of royalties on sales of our partners' commercial products; the efforts of our collaborative partners; obligations under our operating lease agreements and lease termination agreement; and the capital requirements of any companies we may acquire, including Neurogen, Metabasis and Cydex.

Operating Activities

Operating activities generated cash of $0.9 million for the three months ended March 31, 2011, compared to $15.9 million of cash used in operating activities for the same period in 2010.

The cash generated for the three months ended March 31, 2011 reflects net income of $9.5 million, adjusted by $4,000 of gain from discontinued operations and $2.2 million of non-cash items to reconcile the net income to net cash used in operations. These reconciling items primarily reflect the change in estimated fair value of contingent value rights of $1.7 million, depreciation and amortization of $0.6 million and stock-based compensation of $0.5million, partially offset by accretion of deferred gain on the sale leaseback of the building of $0.4 million and non-cash lease costs of $0.1 million. The cash generated during the three months ended March 31, 2011 is further impacted by changes in operating assets and liabilities due primarily to deferred income taxes of $13.9 million, an increase in other liabilities of $0.8 million, an increase in inventory of $1.8 million and a decrease in accounts payable and accrued liabilities of $0.6 million, partially offset by decreases in other current assets of $4.6 million, accounts receivable of $1.0 million and other long term assets of $0.5 million. None of the cash provided by operating activities for the three months ended March 31, 2011 related to discontinued operations.

The use of cash for the three months ended March 31, 2010 reflects a net loss of $2.8 million, adjusted by $0.2 million of gain from discontinued operations and $0.3 million of non-cash items to reconcile the net income to net cash used in operations. These reconciling items primarily reflect the change in estimated fair value of contingent value rights of $0.6 million, accretion of deferred gain on the sale leaseback of the building of $0.4 million and

realized gain on investment of $0.7 million, partially offset by depreciation of assets of $0.7 million and the recognition of $0.6 million of stock-based compensation expense. The use of cash during the three months ended March 31, 2010 is further impacted by changes in operating assets and liabilities due primarily to decreases in accounts payable and accrued liabilities of $9.8 million, an increase in other long term assets of $0.5 million, a decrease in other liabilities of $1.3 million and a decrease in deferred revenue of $1.6 million, partially offset by a decrease in accounts receivable, net of $0.3 million. Net cash provided by operating activities of discontinued operations was $0.3 million for the three months ended March 31, 2010.

Investing Activities

Investing activities used cash of $23.2 million for the three months ended March 31, 2011, compared to $3.9 million of cash provided by investing activities for the same 2010 period.

Cash used by investing activities during the three months ended March 31, 2011 primarily reflects $32.0 million of cash paid for the acquisition of CyDex and $5.0 million for purchases of short-term investments, partially offset by $13.9 million of proceeds from the sale of short-term investments. None of the cash provided by investing activities for the three months ended March 31, 2011 related to discontinued operations.

Cash provided by investing activities during the three months ended March 31, 2010 primarily reflects the net proceeds from the sale of short-term investments of $2.9 million and the proceeds from the sale of property, equipment and buildings of $3.3 million, partially offset by $2.8 million paid for the acquisition of Metabasis. None of the cash provided by investing activities for the three months ended March 31, 2010 related to discontinued operations.

Financing Activities

Financing activities provided cash of $24.9 million for the three months ended March 31, 2011, compared to $8,000 for the same 2010 period.

Cash provided by financing activities for the three months ended March 31, 2011 primarily reflects $25.0 million of proceeds from the issuance of debt, partially offset by share repurchases of $0.1 million.

Cash provided by financing activities for the three months ended March 31, 2010 primarily reflects $18,000 of proceeds from the issuance of common stock upon the exercise of stock options, partially offset by payments under equipment financing obligations of $10,000.

None of the cash used in financing activities for the three months ended March 31, 2011 and 2010 relates to discontinued operations.

Other

As part of certain of our strategic alliances with our research partners, we have received up-front cash payments and licenses to certain product candidates. In connection with these agreements, we were obligated to perform significant research and development activities over multiple years. As of March 31, 2011, we have no remaining obligations to perform research and development activities under these agreements.

In connection with the acquisition of Pharmacopeia on December 23, 2008, Pharmacopeia security holders received a contingent value right that entitles them to an aggregate cash payment of $15.0 million under certain circumstances. At March 31, 2011 and December 31, 2010, our management deemed, based on available information, that the likelihood of payment was not determinable beyond a reasonable doubt and, therefore, no liability has been recorded.

In connection with the acquisition of Neurogen on December 23, 2009, Neurogen security holders received CVRs under four CVR agreements. The CVRs entitle Neurogen shareholders to cash payments upon the sale or licensing of certain assets and upon the achievement of a specified clinical milestone. At March 31, 2011 and December 31, 2010, the aggregate fair values of the Aplindore, VR1 and H3 CVR's were $0.7 million and $0.7 million, respectively, and included in other long-term liabilities in the accompanying balance sheets as management is unable to estimate the timing of potential future payments.

In connection with the acquisition of Metabasis Therapeutics on January 27, 2010, Metabasis security holders received CVRs under four CVR agreements. The CVRs entitle the holders to cash payments upon the sale or licensing of certain assets and upon the achievement of specified milestones. The fair value of the liability at March 31, 2011 and December 31, 2010 was $1.7 million and $0, respectively.

In connection with the acquisition of CyDex Pharmaceuticals, Inc. on January 24, 2011, we issued as series of Contingent Value Rights. We are obligated to pay $4.3 million in January 2012 and may be required to pay up to an additional $7.25 million upon achievement of certain milestones. In addition, we will pay CyDex shareholders, for each respective year from 2011 through 2016, 20% of all CyDex-related revenue, but only to the extent that and beginning only when CyDex-related revenue for such year exceed $15.0 million; plus an additional 10% of all CyDex-related revenue recognized during such year, but only to the extent that and beginning only when aggregate CyDex-related revenue for such year exceeds $35.0 million.

The CyDex CVR Agreement requires us to, in the event of a Default, deliver to an escrow agent the future cash payments described above, and such amounts would then be delivered by the escrow agent to the CyDex shareholders if, as and when they would have by the CVR Agreement been required to be delivered by the Company. “Default” includes the following, subject to certain cure rights: (a) we fail to pay to the Shareholders’ Account any amount as and when required under the CVR Agreement, (b) at any time we are obligated for more than $35.0 million of financial indebtedness (other than financial indebtedness which is expressly subordinated to all obligations of Ligand under the CVR Agreement pursuant to a written subordination agreement signed by and reasonably acceptable to the Shareholders’ Representative), (c) at any time after March 15, 2011 our cash, cash equivalents and short-term investments is less than $10.0 million, or (d) we commit any material breach of the CVR Agreement.

We are also required by the CyDex CVR Agreement to dedicate at least five experienced full-time employee equivalents per year to the acquired business and to invest at least $1.5 million per year, inclusive of such employee expenses, in the acquired business, through 2015.

Leases

We lease our office and research facilities under operating lease arrangements with varying terms through November 2021. The agreements provide for increases in annual rents based on changes in the Consumer Price Index or fixed percentage increases ranging from 3% to 7%. We also sublease two of our facilities through their respective lease terms of July 2015 and August 2016. The sublease agreements provide for a 3% increase in annual rents.

Off-Balance Sheet Arrangements

We had no off-balance sheet arrangements at March 31, 2011 and December 31, 2010.

Contractual Obligations

As of March 31, 2011, future minimum payments due under our contractual obligations are as follows (in thousands):

	Payments Due by Period				
	Total	Less than 1 year	1-3 years	3-5 years	More than 5 years
Operating lease obligations (1)	$25,246	$ 5,913	$9,751	$8,450	$ 1,132
Consulting agreements	112	112	—	—	—
Co-promote termination liability (2)	—	—	—	—	—
Total contractual obligations	$25,358	$ 6,025	$9,751	$8,450	$ 1,132

(1) We currently sublease two of our facilities through their respective lease terms of July 2015 and August 2016. As of March 31, 2011, we expect to receive aggregate future minimum lease payments totaling $6.5 million (nondiscounted) over the duration of the sublease agreements as follows: less than one year, $1.3 million; one to three years, $2.9 million; three to five years, $2.1 million; and after five years, $0.2 million.

(2) Our co-promote termination obligation to Organon was assumed by King pursuant to the AVINZA Purchase Agreement. However, as Organon did not consent to the legal assignment of the obligation to King, we remain liable to Organon in the event of King's default of the obligation. We have excluded payments under the co-promote termination liability from the table as amounts are expected to be reimbursed by King. As of March 31, 2011, the total estimated amount of the obligation is $46.3 million on an undiscounted basis.

As of March 31, 2011, we have net open purchase orders (defined as total open purchase orders less any accruals or invoices charged to or amounts paid against such purchase orders) totaling approximately $2.4 million. We currently do not have any significant capital expenditures planned for the remainder of 2011. In addition, under the terms of our merger with Metabasis, we are committed to spend at least $8.0 million in new research and development funding on the Metabasis programs within 42 months following the closing of the transaction. Through March 31, 2011, we estimate that we have spent approximately $3.9 million of the committed amount.

In September 2010, we ceased use of our facility in Cranbury, New Jersey. As a result, during the quarter ended September 30, 2010, we recorded lease exit costs of $9.7 million for costs related to the difference between the remaining lease obligations of the abandoned operating leases, which run through August 2016, and management's estimate of potential future sublease income, discounted to present value.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

At March 31, 2011, our investment portfolio included fixed-income securities of $10.5 million. These securities are subject to interest rate risk and will decline in value if interest rates increase. However, due to the short duration of our investment portfolio, an immediate 10% change in interest rates is not expected to have a material impact on our financial condition, results of operations or cash flows. Declines in interest rates over time will, however, reduce our interest income, while increases in interest rates over time will increase our interest expense.

We do not have a significant level of transactions denominated in currencies other than U.S. dollars and as a result we have limited foreign currency exchange rate risk. The effect of an immediate 10% change in foreign exchange rates would have no material impact on our financial condition, results of operations or cash flows.

ITEM 4. CONTROLS AND PROCEDURES

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended, or the Exchange Act, as of the end of the period covered by this report, March 31, 2011, which we refer to as the Evaluation Date. Based on this evaluation, our principal executive officer and principal financial officer concluded as of the Evaluation Date that our disclosure controls and procedures were effective such that the information relating to us, including our consolidated subsidiaries, required to be disclosed in our SEC reports (i) is recorded, processed, summarized and reported within the time periods specified in SEC rules and forms, and (ii) is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

Under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, we conducted an evaluation of any changes in our internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during our most recently completed fiscal quarter. Based on that evaluation, our principal executive officer and principal financial officer concluded that there has not been any change in our internal control over financial reporting during that quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

From time to time we are subject to various lawsuits and claims with respect to matters arising out of the normal course of our business. Due to the uncertainty of the ultimate outcome of these matters, the impact on future financial results is not subject to reasonable estimates.

In January 2011, we were notified by the IRS that they had completed their examination resulting in no changes to the taxes for our 2007 tax year.

ITEM 1A. RISK FACTORS

The following is a summary description of some of the many risks we face in our business including any risk factors as to which there may have been a material change from those set forth in our Annual Report on Form 10-K for the year ended December 31, 2010. You should carefully review these risks in evaluating our business, including the businesses of our subsidiaries. You should also consider the other information described in this report.

We have marked with an asterisk (*) those risk factors that reflect substantive changes from the risk factors included in our previously filed Annual Report on Form 10-K for the year ended December 31, 2010.

Risks Related To Us and Our Business.

Our business has recently undergone a significant change, and we may not be successful in integrating the CAPTISOL technology and CyDex's other development product candidates into our existing operations or in realizing the planned results from our recently expanded product portfolio and pipeline.

In January 2011, we completed our merger with CyDex, in which we obtained the CAPTISOL technology, in addition to other product candidates. We will need to overcome significant challenges in order to realize the benefits from this acquisition. These challenges will include the timely, efficient and successful execution of a number of tasks, including the following:

- integrating CyDex into our existing operations;
- integrating CyDex's developmental product candidates and successfully managing the development and regulatory processes; and
- coordinating with CyDex's and our collaborative partners concerning the development, manufacturing, regulatory and intellectual property protection strategies for CAPTISOL and new development product candidates.

In addition, we rely on our collaborative partners for many aspects of our developmental and commercialization activities, and we are subject to risks related to their financial stability and solvency. We may not succeed in addressing these risks or any other problems encountered in connection with the acquisition of CyDex.

Furthermore, all of CyDex's products and product candidates, as well as the technology that it outlicenses, are based on CAPTISOL. In addition, CyDex or its partners are attempting to develop some product candidates that may contain significantly higher levels of CAPTISOL than in any currently-approved product and at levels at the FDA has challenged developers to demonstrate acceptable renal safety. If products or product candidates incorporating CAPTISOL technology were to cause any unexpected adverse events, whether in preclinical studies, clinical trials or as commercialized products, whether as a result of CAPTISOL or otherwise, the perception of CAPTISOL safety could be seriously harmed. If this were to occur, we may not be able to market these products unless and until we are able to demonstrate that the adverse event was unrelated to CAPTISOL, which we may not be able to do. Further, whether or not the adverse event was a result of CAPTISOL, we could be required by the FDA to submit to additional regulatory reviews or approvals, including extensive safety testing or clinical testing of products using CAPTISOL, which would be expensive and, even if we were to demonstrate that the adverse event was unrelated to CAPTISOL, would delay our marketing of CAPTISOL-enabled products and receipt of revenue related to those products.

Royalties based on sales of AVINZA and PROMACTA represent a substantial portion of our revenues.

King is obligated to pay us royalties based on its sales of AVINZA and GSK is obligated to pay us royalties on its sales of PROMACTA. These royalties are expected to be a substantial portion of our ongoing revenues for some time. As a result, any setback that may occur with respect to AVINZA or PROMACTA could significantly impair our operating results and/or reduce the market price of our stock. Setbacks for AVINZA and PROMACTA could include problems with shipping, distribution, manufacturing, product safety, marketing, government regulation, licenses and approvals, intellectual property rights, competition with existing or new products and physician or patient acceptance of the products, as well as higher than expected total rebates, returns or discounts.

AVINZA or PROMACTA could also face regulatory action and product safety issues. For example, the FDA previously requested expanded warnings on the AVINZA label to alert doctors and patients to the dangers of using AVINZA with alcohol. Changes were subsequently made to the label. The FDA also requested clinical studies to investigate the risks associated with taking AVINZA with alcohol. Any additional warnings, studies and any further regulatory action could have significant adverse effects on AVINZA sales.

On September 10, 2007, King reported that Actavis, a manufacturer of generic pharmaceutical products headquartered in Iceland, had filed with the FDA an Abbreviated New Drug Application, or ANDA, with a Paragraph IV Certification pertaining to AVINZA, the rights to which were acquired by King from us in February 2007. According to the report, Actavis's Paragraph IV Certification sets forth allegations that U.S. Patent No. 6,066,339, or the 339 patent, which pertains to AVINZA, and which is listed in the FDA's Approved Drug Products With Therapeutic Equivalence Evaluations, will not be infringed by Actavis's manufacture, use, or sale of the product for which the ANDA was submitted. The expiration date for this patent is November 2017. King, King Pharmaceuticals Research and Development, Inc., Elan Corporation, plc, or Elan, and Elan Pharma International Ltd. jointly filed suit in federal district court in New Jersey on October 18, 2007 against Actavis, Inc. and Actavis Elizabeth LLC for patent infringement under the 339 patent. The lawsuit seeks a judgment that would, among other things, prevent Actavis from commercializing its proposed morphine product until after expiration of the 339 patent. The Court held a claim construction hearing on March 19, 2010 and issued a ruling. The Court has scheduled trial to begin on March 7, 2011.

On July 21, 2009, King, King Pharmaceuticals Research and Development, Inc., Elan and Elan Pharma International Ltd. jointly filed suit in federal district court in New Jersey against Sandoz Inc., or Sandoz, for patent infringement under the 339 patent. According to the complaint, Sandoz filed an ANDA for morphine sulfate extended release capsules and, in connection with the ANDA filing, Sandoz provided written certification to the FDA alleging that the claims of the 339 patent are invalid, unenforceable and/or will not be infringed by the manufacture, use or sale of Sandoz's proposed morphine product. Similar to the lawsuit against Actavis, this lawsuit seeks a judgment that would, among other things, prevent Sandoz from commercializing its proposed morphine product until after expiration of the 339 patent. The parties are in the midst of fact discovery. A claim construction hearing was held on September 23, 2010 and the Court issued a ruling on October 1, 2010. Trial is currently expected to be set to start during the second half of 2011. An adverse judgement on the patent could significantly impact our future revenues.

Our product candidates face significant development and regulatory hurdles prior to marketing which could delay or prevent sales and/or milestone revenue.

Before we or our partners obtain the approvals necessary to sell any of our potential products, we must show through preclinical studies and human testing that each product is safe and effective. We and our partners have a number of products moving toward or currently awaiting regulatory action, including bazedoxifene and lasofoxifene. Failure to show any product's safety and effectiveness could delay or prevent regulatory approval of a product and could adversely affect our business. The clinical trials process is complex and uncertain. For example, the results of preclinical studies and initial clinical trials may not necessarily predict the results from later large-scale clinical trials. In addition, clinical trials may not demonstrate a product's safety and effectiveness to the satisfaction of the regulatory authorities. Recently, a number of companies have suffered significant setbacks in advanced clinical trials or in seeking regulatory approvals, despite promising results in earlier trials. The FDA may also require additional clinical trials after regulatory approvals are received. Such additional trials may be expensive and time-consuming, and failure to successfully conduct those trials could jeopardize continued commercialization of a product.

The rates at which we complete our clinical trials depends on many factors, including, but are not limited to, our ability to obtain adequate supplies of the products to be tested and patient enrollment. Patient enrollment is a function of many factors, including the size of the patient population, the proximity of patients to clinical sites and the eligibility criteria for the trial. Delays in patient enrollment for our trials may result in increased costs and longer

development times. For example, the trial entitled "Eltrombopag To Reduce The Need For Platelet Transfusion In Subjects With Chronic Liver Disease And Thrombocytopenia Undergoing Elective Invasive Procedures (ELEVATE)" was suspended in October 2009 in accordance with an IDMC Recommendation. GSK terminated the ELEVATE study and the program is under review. In addition, our collaborative partners have rights to control product development and clinical programs for products developed under the collaborations. As a result, these collaborative partners may conduct these programs more slowly or in a different manner than expected. Moreover, even if clinical trials are completed, we or our collaborative partners still may not apply for FDA approval in a timely manner or the FDA still may not grant approval.

We rely heavily on collaborative relationships, and any disputes or litigation with our collaborative partners or termination or breach of any of the related agreements could reduce the financial resources available to us, including milestone payments and future royalty revenues.

Our strategy for developing and commercializing many of our potential products, including products aimed at larger markets, includes entering into collaborations with corporate partners and others. These collaborations have provided us with funding and research and development resources for potential products for the treatment of a variety of diseases. These agreements also give our collaborative partners significant discretion when deciding whether or not to pursue any development program. Our existing collaborations may not continue or be successful, and we may be unable to enter into future collaborative arrangements to develop and commercialize our product candidates.

In addition, our collaborators may develop drugs, either alone or with others that compete with the types of drugs they are developing with us. This would result in increased competition for our programs. If products are approved for marketing under our collaborative programs, revenues we receive will depend on the manufacturing, marketing and sales efforts of our collaborative partners, who generally retain commercialization rights under the collaborative agreements. Generally, our current collaborative partners also have the right to terminate their collaborations under specified circumstances. If any of our collaborative partners breach or terminate their agreements with us or otherwise fail to conduct their collaborative activities successfully, our product development under these agreements will be delayed or terminated. Disputes or litigation may also arise with our collaborators, including disputes or litigation over ownership rights to intellectual property, know-how or technologies developed with our collaborators. Such disputes or litigation could adversely affect our rights to one or more of our product candidates. Any such dispute or litigation could delay, interrupt or terminate the collaborative research, development and commercialization of certain potential products, create uncertainty as to ownership rights of intellectual property, or could result in litigation or arbitration. The occurrence of any of these problems could be time-consuming and expensive and could adversely affect our business.

We obtain CAPTISOL from a sole source supplier, and if this supplier were to cease to be able to supply CAPTISOL to us, or decline to supply CAPTISOL to us, we would be unable to continue to derive revenue or continue to develop our product candidates until we obtained an alternative source, which could take a considerable length of time.

We currently have one supplier of CAPTISOL, Hovione FarmaCiencia SA, or Hovione, through its agent Hovione LLC. Hovione is a major supplier of APIs and API intermediates located in Lisbon, Portugal. Hovione has other production sites in Cork, Ireland and Macau, China, but those sites are not yet qualified to make CAPTISOL. If a major disaster were to happen at Hovione or Hovione were to suffer major production problems or were to fail to deliver CAPTISOL to us for any other reason, there could be a significant interruption of our CAPTISOL supply. While we carry a significant inventory of CAPTISOL for this type of occurrence, which should permit us to satisfy our existing supply obligations through 2011 under current and anticipated demand conditions, an unusually large order or two could rapidly deplete that inventory and cause significant problems with our licensees and disrupt our business. In addition, if we fail to supply CAPTISOL under our supply agreements, our customers could obtain the right to have CAPTISOL manufactured by other suppliers, which would significantly harm our business.

We rely on contract manufacturers for the manufacture of CAPTISOL and product candidates, and if these contract manufacturers fail to perform as we expect, we will incur delays in our ability to generate revenue and substantial additional expenses in obtaining new contract manufacturers.

We do not manufacture products or product candidates, but rather contract with contract manufacturers for the manufacture of products and product candidates. With respect to any specific product or product candidate, we only contract with one contract manufacturer due to the high cost of compliance with good manufacturing practices prior to the contract manufacturer being permitted to manufacture the product or product candidate for use in humans. If a contract manufacturer is unable or unwilling to continue to manufacture for us in the future, we would be required to contract with a new contract manufacturer for the specific product or product candidate. In the case of products, this would cause us to lose revenue during the qualification process, and in the case of product candidates, this could cause a delay in the commercialization of the product candidate. In addition, in either case we would incur substantial additional expenses as a result of the new contract manufacturer becoming qualified. Further, if a contract manufacturer were to experience a delay in producing products or product candidates due to a failure to meet strict FDA manufacturing requirements or otherwise, we would also experience a delay in development and commercialization of the product candidate or, in the case of products, sales of the product. This risk is exacerbated in the case of manufacture of injectables, which require heightened sterility and other conditions as well as specialized facilities for preparation.

If we consume cash more quickly than expected, and if we are unable to raise additional capital, we may be forced to curtail operations.

Our operations have consumed substantial amounts of cash since inception. Clinical and preclinical development of drug candidates is a long, expensive and uncertain process. Also, we may acquire companies, businesses or products and the consummation of such acquisitions may consume additional cash. For example, as part of the consideration for our recent acquisition of CyDex, we distributed approximately $12.0 million of our cash to CyDex stockholders. Security holders of CyDex, Neurogen and Metabasis also received contingent value rights under which we could be required to make unspecified payments under certain circumstances. In April 2010, we earned a $6.5 million milestone payment from Roche as a result of Roche progressing RG7348 into a Phase I clinical trial for the treatment of HCV infection. The milestone payment arises from a 2008 collaboration and license agreement between Roche and Metabasis and approximately 65% was distributed to CVR holders under a contingent value rights agreement and the former landlord of Metabasis.

In September 2010, we ceased use of our facility in Cranbury, New Jersey. As a result, during the quarter ended September 30, 2010, we recorded lease exit costs of $9.7 million for costs related to the difference between the remaining lease obligations of the abandoned operating leases, which run through August 2016, and management's estimate of potential future sublease income, discounted to present value.

We believe that our capital resources, including our currently available cash, cash equivalents, and short-term investments as well as our current and future royalty revenues, will be adequate to fund our operations at their current levels at least for the next twelve months. However, changes may occur that would cause us to consume available capital resources before that time. Examples of relevant potential changes that could impact our capital resources include:

- the costs associated with our drug research and development activities, and additional costs we may incur if our development programs are delayed or are more expensive to implement than we currently anticipate;
- changes in collaborative relationships, including the funding we receive in connection with those relationships;
- the progress of our milestone and royalty producing activities;
- acquisitions of other businesses or technologies;
- the termination of our lease agreements;
- the costs of the closure of our operations at our Cranbury, New Jersey facility;
- the purchase of additional capital equipment;

- cash payments, including CVR payments, or refunds we may be required to make pursuant to certain agreements with third parties;
- competing technological and market developments; and
- the cost of filing, prosecuting, defending and enforcing patent claims and other intellectual property rights, and the outcome of related litigation.

Additional capital may not be available on favorable terms, or at all. If additional capital is not available, we may be required to curtail operations significantly, including but not limited to reducing our current headcount, or to obtain funds by entering into arrangements with partners or other third parties that may require us to relinquish rights to certain of our technologies, products or potential markets that we would not otherwise relinquish.

If, as the result of a merger, or otherwise, our collaborative partners were to change their strategy or the focus of their development and commercialization efforts with respect to our alliance products, the success of our alliance products could be adversely affected.

Our collaborative partners may change the focus of their development and commercialization efforts as the result of a merger. Pharmaceutical and biotechnology companies have historically re-evaluated their priorities from time to time, including following mergers and consolidations which are common in these industries, and two of our collaborative partners have recently entered into merger agreements. In October 2009, Wyeth, a collaborative partner of ours, and Pfizer announced that Pfizer had completed its acquisition of Wyeth in a cash and stock transaction. Furthermore, in November 2009, Schering-Plough Corporation, another of our collaborative partners, and Merck & Co., Inc., or Merck, announced that Merck and Schering-Plough had combined, under the name Merck, in a stock and cash transaction. As a result of the consummation of these mergers, our collaborative partners may develop and commercialize, either alone or with others, products and services that are similar to or competitive with our alliance products. Furthermore, the ability of our alliance products to reach their potential could be limited if our collaborative partners reduce or fail to increase spending related to such products as a result of these mergers.

On May 3, 2010, we received written notice from Trevena, Inc. that, effective immediately, it was exercising its right to terminate the Research and License Agreement, dated February 5, 2009, as amended, between Trevena and us. Under this agreement, we agreed to screen biological target receptors selected by Trevena against our library of compounds to identify potential active compounds for the development of novel therapeutics. We believe that this agreement was terminated in response to changes in Trevena internal research priorities relating to the subject matter of the research collaboration.

On May 13, 2010, Pfizer Inc. announced in a Form 10-Q filed with the SEC that it is in the process of withdrawing its NDAs with the FDA relating to Fablyn (lasofoxifene tartrate). As previously disclosed, Fablyn is a selective estrogen receptor modulator product candidate that resulted from a collaboration between Pfizer and us formed to develop therapies for osteoporosis. Pfizer submitted an NDA to the FDA and a marketing authorization application to the European Medicines Agency for Fablyn for the treatment of osteoporosis in December 2007 and January 2008, respectively, and in February 2009, Pfizer received approval from the European Commission for Fablyn tablets. Under the terms of our agreement with Pfizer, we are entitled to receive royalty payments on worldwide net sales of lasofoxifene for any indication. Pfizer has indicated that it is exploring strategic options for Fablyn, including out-licensing or sale.

On September 7, 2010, we received notice from GSK that it was exercising its right to terminate the Product Development and Commercialization Agreement, dated as of March 24, 2006 and as amended, among SmithKlineBeecham Corporation, doing business as GlaxoSmithKline, Glaxo Group Limited and Pharmacopeia, LLC, as successor to Pharmacopeia Drug Discovery, Inc. The termination became effective on October 7, 2010. Absent the termination by GSK, the research term under this agreement would have terminated on March 24, 2011. Following termination, we retained rights to the current programs under this agreement and may continue to develop the programs and commercialize any products resulting from the programs, or we may elect to cease progressing the programs and/or seek other partners for further development and commercialization.

In March 2011, Pfizer completed its acquisition of King. There can be no assurance of the impact that this acquisition will have on our relationship with Pfizer.

If our collaborative partners terminate their collaborations with us or do not commit sufficient resources to the development, manufacture, marketing or distribution of our alliance products, we could be required to devote additional resources to our alliance products, seek new collaborative partners or abandon such alliance products, all of which could have an adverse effect on our business.

We are currently dependent upon outlicensing business and we may not be successful in entering into additional out-license agreements on favorable terms, which may adversely affect our liquidity or require us to alter development plans on our products.

We have entered into several out-licensing agreements for the development and commercialization of our products. We currently depend on our arrangements with our outlicensees to sell products using our CAPTISOL technology. If our outlicensees discontinue sales of products using our CAPTISOL technology, fail to obtain regulatory approval for their products using our CAPTISOL technology, fail to satisfy their obligations under their agreements with us, or if we are unable to establish new licensing and marketing relationships, our financial results and growth prospects would be materially affected. Further, under most of our CAPTISOL outlicenses, the amount of royalties we receive will be reduced or will cease when the relevant patent expires. While we have other more recent patents relating to CAPTISOL with later expiration dates (for example, our high purity patent, U.S. Patent No. 7,635,773 is not expected to expire until 2029 and our morphology patent, U.S. Patent No. 7,629,331 is not expected to expire until 2025), the initially filed patents relating to CAPTISOL expire in 2010 in the U.S. and are expected to expire between 2011 and 2016 outside the U.S., and if our other intellectual property rights are not sufficient to prevent a generic form of CAPTISOL from coming to market, the source of the vast majority of our revenue may cease to exist.

Although we expend considerable resources on internal research and development for our proprietary programs, we may not be successful in entering into additional out-licensing agreements under favorable terms due to several factors including:

- the difficulty in creating valuable product candidates that target large market opportunities;
- research and spending priorities of potential licensing partners;
- willingness of and the resources available to pharmaceutical and biotechnology companies to in-license product candidates for their clinical pipelines; or
- differences of opinion with potential partners on the valuation of products we are seeking to out-license.

The inability to enter into out-licensing agreements under favorable terms and to earn milestone payments, license fees and/or upfront fees may adversely affect our liquidity and may force us to curtail or delay development of some or all of our proprietary programs, which in turn may harm our business and the value of our stock.

Third party intellectual property may prevent us or our partners from developing our potential products and we may owe a portion of any payments we receive from our collaborative partners to one or more third parties.

Our success will depend on our ability and the ability of our collaborative partners to avoid infringing the proprietary rights of others, both in the United States and in foreign countries. In addition, disputes with licensors under our license agreements may arise which could result in additional financial liability or loss of important technology and potential products and related revenue, if any. Further, the manufacture, use or sale of our potential products or our collaborative partners' products or potential products may infringe the patent rights of others. This could impact AVINZA, PROMACTA, VIVIANT and CONBRIZA (bazedoxifene), lasofoxifene, LGD-4665, and any other products or potential products.

Several drug companies and research and academic institutions have developed technologies, filed patent applications or received patents for technologies that may be related to our business. Others have filed patent applications and received patents that conflict with patents or patent applications we have licensed for our use, either by claiming the same methods or compounds or by claiming methods or compounds that could dominate those licensed to us. In addition, we may not be aware of all patents or patent applications that may impact our ability to make, use or sell any of our potential products. For example, US patent applications may be kept confidential while pending in the United States Patent and Trademark Office and patent applications filed in foreign countries are often first published six months or more after filing.

Disagreements or litigation with our collaborative partners could delay our ability and the ability of our collaborative partners to achieve milestones or our receipt of other payments. In addition, other possible disagreements or litigation could delay, interrupt or terminate the research, development and commercialization of certain potential products being developed by either our collaborative partners or by us. The occurrence of any of the foregoing problems could be time-consuming and expensive and could adversely affect our business.

Third parties have not directly threatened an action or claim against us, although we do periodically receive other communications or have other conversations with the owners of other patents or other intellectual property. If others obtain patents with conflicting claims, we may be required to obtain licenses to those patents or to develop or obtain alternative technology. We may not be able to obtain any such licenses on acceptable terms, or at all. Any failure to obtain such licenses could delay or prevent us from pursuing the development or commercialization of our potential products.

In general, litigation claims can be expensive and time consuming to bring or defend against and could result in settlements or damages that could significantly impact our results of operations and financial condition. We cannot predict or determine the outcome of these matters or reasonably estimate the amount or range of amounts of any fines or penalties that might result from a settlement or an adverse outcome. However, a settlement or an adverse outcome could have a material adverse effect on our financial position, liquidity and results of operations.

Expirations of, challenges to or failure to secure patents and other proprietary rights may significantly hurt our business.

The initially filed patents relating to CAPTISOL expire in 2010 in the U.S. and are expcted to expire between 2011 and 2013 outside the U.S. We have also obtained patent protection in the U.S. through 2025 on Agglomerated form and through 2029 on High Purity form of CAPTISOL. We have obtained patent protection on a number of combinations of APIs and CAPTISOL through three combination patents in the U.S., and we have applied for six additional combination patents in the U.S. relating to the combination of CAPTISOL with specific APIs. Our U.S. combination patent relating to Fosphenytoin expires June 12, 2018 and our U.S. combination patent relating to Amiodarone expires May 4, 2022. Our U.S. combination patent relating to one of our early-stage product candidates expires March 19, 2022. There is no guarantee that these patents will be sufficient to prevent competitors from using CAPTISOL after 2010 and competing against us, or from developing combination patents for products that will prevent us from developing products using those APIs. In addition, most of the agreements in our CAPTISOL outlicensing business, including our agreements with Pfizer relating to Geodon IM, Vfend IV and Cerenia, provide that once the relevant patent expires, the amount of royalties we receive will be reduced or eliminated.

Generally, our success will depend on our ability and the ability of our licensors to obtain and maintain patents and proprietary rights for our potential products both in the United States and in foreign countries. Patents may not be issued from any of these applications currently on file, or, if issued, may not provide sufficient protection. Our patent position, like that of many biotechnology and pharmaceutical companies, is uncertain and involves complex legal and technical questions for which important legal principles are unresolved. We may not develop or obtain rights to products or processes that are patentable. Even if we do obtain patents, such patents may not adequately protect the technology we own or have licensed. In addition, others may challenge, seek to invalidate, infringe or circumvent any patents we own or license and rights we receive under those patents may not provide competitive advantages to us.

Any conflicts resulting from the patent rights of others could significantly reduce the coverage of our patents and limit our ability to obtain meaningful patent protection. We have had and will continue to have discussions with our current and potential collaborative partners regarding the scope and validity of our patents and other proprietary rights. If a collaborative partner or other party successfully establishes that our patent rights are invalid, we may not be able to continue our existing collaborations beyond their expiration. Any determination that our patent rights are invalid also could encourage our collaborative partners to seek early termination of our agreements. Such invalidation could adversely affect our ability to enter into new collaborations.

We may also need to initiate litigation, which could be time-consuming and expensive, to enforce our proprietary rights or to determine the scope and validity of others' rights. If litigation occurs, a court may find our patents or those of our licensors invalid or may find that we have infringed on a competitor's rights. In addition, if any of our competitors have filed patent applications in the United States which claim technology we also have invented, the United States Patent and Trademark Office may require us to participate in expensive interference proceedings to determine who has the right to a patent for the technology.

We also rely on unpatented trade secrets and know-how to protect and maintain our competitive position. We require our employees, consultants, collaborative partners and others to sign confidentiality agreements when they begin their relationship with us. These agreements may be breached, and we may not have adequate remedies for any breach. In addition, our competitors may independently discover our trade secrets.

Our product development involves a number of uncertainties, and we may never generate sufficient collaborative payments and royalties from the development of products to become profitable.*

We were founded in 1987. We have incurred significant losses since our inception. As of March 31, 2011, our accumulated deficit was $682.5 million.

Most of our products in development will require extensive additional development, including preclinical testing and human studies, as well as regulatory approvals, before they can be marketed. We cannot predict if or when any of the products we are developing or those being developed with our partners will be approved for marketing. There are many reasons why we or our collaborative partners may fail in our efforts to develop our potential products, including the possibility that: preclinical testing or human studies may show that our potential products are ineffective or cause harmful side effects; the products may fail to receive necessary regulatory approvals from the FDA or foreign authorities in a timely manner, or at all; the products, if approved, may not be produced in commercial quantities or at reasonable costs; the products, if approved, may not achieve commercial acceptance; regulatory or governmental authorities may apply restrictions to our products, which could adversely affect their commercial success; or the proprietary rights of other parties may prevent us or our partners from marketing the products.

Any product development failures for these or other reasons, whether with our products or our partners' products, may reduce our expected revenues, profits, and stock price.

We may not be able to hire and/or retain key employees.

If we are unable to hire and/or retain key employees, we may not have sufficient resources to successfully manage our assets or our business, and we may not be able to perform our obligations under various contracts and commitments. Furthermore, there can be no assurance that we will be able to retain all of our key management and scientific personnel. If we fail to retain such key employees, we may not realize the anticipated benefits of our mergers. Either of these could have substantial negative impacts on our business and our stock price.

If plaintiffs bring product liability lawsuits against us or our partners, we or our partners may incur substantial liabilities and may be required to limit commercialization of our approved products and product candidates, and we may be subject to other liabilities related to the sale of our prior commercial product lines.*

We and our partners face an inherent risk of product liability as a result of the clinical testing of our product candidates in clinical trials and face an even greater risk for commercialized products. Although we are not currently a party to product liability litigation, if we are sued, we may be held liable if any product or product candidate we develop causes injury or is found otherwise unsuitable during product testing, manufacturing, marketing or sale. Regardless of merit or eventual outcome, liability claims may result in decreased demand for any product candidates or products that we may develop, injury to our reputation, discontinuation of clinical trials, costs to defend litigation, substantial monetary awards to clinical trial participants or patients, loss of revenue and the inability to commercialize any products that we develop. We have product liability insurance that covers our clinical trials up to a $5.0 million annual limit. We intend to expand product liability insurance coverage to include the sale of commercial products if we obtain marketing approval for any products that we may develop. However, this

insurance may be prohibitively expensive, or may not fully cover our potential liabilities. Inability to obtain sufficient insurance coverage at an acceptable cost or otherwise to protect against potential product liability claims could prevent or delay the commercialization of our product candidates. If we are sued for any injury caused by our product candidates or any future products, our liability could exceed our total assets.

In addition, we agreed to indemnify Eisai and King under certain circumstances pursuant to the asset purchase agreements we entered into with Eisai and King in connection with the sale of our prior commercial product lines. Some of our indemnification obligations still remain and our potential liability in certain circumstances is not limited to specific dollar amounts. We cannot predict the liabilities that may arise as a result of these matters. Any claims related to our indemnification obligations to King or Eisai could materially and adversely affect our financial condition.

In addition, King assumed our obligation to make payments to Organon based on net sales of AVINZA (the fair value of which was $30.1 million as of March 31, 2011). We remain liable to Organon in the event King defaults on this obligation. Any requirement to pay a material amount to Organon, could adversely affect our business and the price of our securities.

The sale of our prior commercial product lines does not relieve us of exposure to product liability risks on products we sold prior to divesting these product lines. A successful product liability claim or series of claims brought against us may not be insured and could result in payment of significant amounts of money and divert management's attention from running our business.

If our partners do not reach the market with our alliance products before our competitors offer products for the same or similar uses, or if our partners are not effective in marketing our alliance products, our revenues from product sales, if any, will be reduced.

We face intense competition in our development activities. Our competitors might succeed in obtaining regulatory approval for competitive products more rapidly than our partners can for our products. In addition, competitors might develop technologies and products that are less expensive and perceived to be safer or more effective than those being developed by us or our partners, which could impair our product development and render our technology obsolete.

We use hazardous materials, which may expose us to significant liability.

In connection with our research and development activities, we handle hazardous materials, chemicals and various radioactive compounds. To properly dispose of these hazardous materials in compliance with environmental regulations, we are required to contract with third parties. We believe that we carry reasonably adequate insurance for toxic tort claims. However, we cannot eliminate the risk or predict the exposure of accidental contamination or injury from the handling and disposing of hazardous materials, whether by us or our third-party contractors. Any accident in the handling and disposing of hazardous materials may expose us to significant liability.

Our shareholder rights plan and charter documents may hinder or prevent change of control transactions.

Our shareholder rights plan and provisions contained in our certificate of incorporation and bylaws may discourage transactions involving an actual or potential change in our ownership. In addition, our Board of Directors may issue shares of preferred stock without any further action by the stockholders. Such restrictions and issuances may have the effect of delaying or preventing a change in our ownership. If changes in our ownership are discouraged, delayed or prevented, it would be more difficult for our current Board of Directors to be removed and replaced, even if you or our other stockholders believe that such actions are in the best interests of us and our stockholders.

We may lose some or all of the value of some of our short-term investments.

We engage one or more third parties to manage some of our cash consistent with an investment policy that allows a range of investments and maturities. The investments are intended to maintain safety of principal while providing liquidity adequate to meet projected cash requirements. Risks of principal loss are to be minimized

through diversified short and medium term investments of high quality, but the investments are not in every case guaranteed or fully insured. As a result of changes in the credit market, one of our short-term investments in commercial paper was in default. As a result, we were unable to recoup all of our investment in the commercial paper. In addition, from time to time we may suffer other losses on our short-term investment portfolio.

We may require additional money to run our business and may be required to raise this money on terms which are not favorable to us or which reduce our stock price.

We may need to complete additional equity or debt financings to fund our operations. Our inability to obtain additional financing could adversely affect our business. Financings may not be available at all or on terms favorable to us. In addition, these financings, if completed, may not meet our capital needs and could result in substantial dilution to our stockholders.

If adequate funds are not available, we may be required to delay, reduce the scope of or eliminate one or more of our research or drug development programs. We may also be required to liquidate our business or file for bankruptcy protection. Alternatively, we may be forced to attempt to continue development by entering into arrangements with collaborative partners or others that require us to relinquish some or all of our rights to technologies or drug candidates that we would not otherwise relinquish.

Our drug development programs will require substantial additional future funding which could hurt our operational and financial condition.

Our drug development programs require substantial additional capital to successfully complete them, arising from costs to: conduct research, preclinical testing and human studies; establish pilot scale and commercial scale manufacturing processes and facilities; and establish and develop quality control, regulatory, marketing, sales and administrative capabilities to support these programs.

Our future operating and capital needs will depend on many factors, including: the pace of scientific progress in our research and development programs and the magnitude of these programs; the scope and results of preclinical testing and human studies; the time and costs involved in obtaining regulatory approvals; the time and costs involved in preparing, filing, prosecuting, maintaining and enforcing patent claims; competing technological and market developments; our ability to establish additional collaborations; changes in our existing collaborations; the cost of manufacturing scale-up; and the effectiveness of our commercialization activities.

We expect our research and development expenditures over the next three years to continue to be significant. However, we base our outlook regarding the need for funds on many uncertain variables. Such uncertainties include regulatory approvals, the timing of events outside our direct control such as product launches by partners and the success of such product launches, negotiations with potential strategic partners, possible sale of assets or other transactions and other factors. Any of these uncertain events can significantly change our cash requirements.

While we expect to fund our research and development activities from cash generated from royalties and royalties and milestones from our partners in various past and future collaborations to the extent possible, if we are unable to do so, we may need to complete additional equity or debt financings or seek other external means of financing. These financings could depress our stock price. If additional funds are required to support our operations and we are unable to obtain them on terms favorable to us, we may be required to cease or reduce further development or commercialization of our products, to sell some or all of our technology or assets or to merge with another entity.

Significant returns of products we sold prior to selling our prior commercial businesses could harm our operating results.

Under our agreements to sell our prior commercial businesses, we remain financially responsible for returns of our products sold before those businesses were transferred to their respective buyers. Consequently, if returns of those products are higher than expected, we could incur substantial expenses for processing and issuing refunds for those returns which, in turn, could negatively impact our financial results. The amount of returns could be affected by a number of factors including, but not limited to, ongoing product demand, product rotation at distributors and wholesalers, and product stability issues.

Our results of operations and liquidity needs could be materially negatively affected by market fluctuations and economic downturn.

Our results of operations could be materially negatively affected by economic conditions generally, both in the U.S. and elsewhere around the world. Continuing concerns over inflation, energy costs, geopolitical issues, the availability and cost of credit, the U.S. mortgage market and a declining residential real estate market in the U.S. have contributed to increased volatility and diminished expectations for the economy and the markets going forward. These factors, combined with volatile oil prices, declining business and consumer confidence and increased unemployment, have precipitated an economic recession and fears of a possible depression. Domestic and international equity markets continue to experience heightened volatility and turmoil. These events and the continuing market upheavals may have an adverse effect on us. In the event of a continuing market downturn, our results of operations could be adversely affected by those factors in many ways, including making it more difficult for us to raise funds if necessary, and our stock price may further decline.

Our investment securities consist primarily of money market funds, corporate debt obligations and U.S. government agency securities. We do not have any auction rate securities. Recently, there has been concern in the credit markets regarding the value of a variety of mortgage-backed securities and the resultant effects on various securities markets. We cannot provide assurance that our investments are not subject to adverse changes in market value. If our investments experience adverse changes in market value, we may have less capital to fund our operations.

We may be unable to successfully integrate Metabasis and realize the anticipated benefits of the acquisition.

In January 2010, we completed our merger with Metabasis. The integration of an independent company is a complex, costly and time-consuming process. It is possible that the integration processes could result in the loss of key employees, diversion of management's attention, the disruption or interruption of, or the loss of momentum in, our ongoing business or inconsistencies in standards, controls, procedures and policies, any of which could adversely affect our ability to maintain relationships with licensors, collaborators, partners, suppliers and employees or our ability to achieve the anticipated benefits of the merger, or could reduce our earnings or otherwise adversely affect the business and financial results of the combined company and, as a result, adversely affect the market price of our common stock.

During the integration process for our Metabasis acquisition, we have become aware that the electronic data we received as part of the acquisition is incomplete due to the data retention and backup policies in place at Metabasis prior to the time of the acquisition. The missing electronic data could impact our ability to partner affected compounds and may lead to increased costs and development time for affected programs, which could impact our ability to achieve the anticipated benefits of the acquisition and lead to unanticipated development costs.

We expect to incur significant costs and commit significant management time integrating Metabasis' business operations, technology, development programs, products and personnel with those of ours. If we do not successfully integrate the business of Metabasis, the expenditure of these costs will reduce our cash position.

Our stock price has been volatile and could experience a sudden decline in value.

Our common stock has experienced significant price and volume fluctuations and may continue to experience volatility in the future. As a result, you may not be able to sell your shares quickly or at the latest market price if trading in our stock is not active or the volume is low. On November 19, 2010, we effected a 1-for-6 reverse stock split. We believe the reverse stock split will have the effect of increasing the per share trading price of our common stock. Many factors may have a significant impact on the market price of our common stock, including, but not limited to, the following factors: results of or delays in our preclinical studies and clinical trials; the success of our collaboration agreements; publicity regarding actual or potential medical results relating to products under development by us or others; announcements of technological innovations or new commercial products by us or others; developments in patent or other proprietary rights by us or others; comments or opinions by securities

analysts or major stockholders; future sales of our common stock by existing stockholders; regulatory developments or changes in regulatory guidance; litigation or threats of litigation; economic and other external factors or other disaster or crises; the departure of any of our officers, directors or key employees; period-to-period fluctuations in financial results; and limited daily trading volume.

The Financial Industry Regulatory Authority, or FINRA, (formerly the National Association of Securities Dealers, Inc.) and the Securities and Exchange Commission, or SEC, have adopted certain new rules. If we were unable to continue to comply with the new rules, we could be delisted from trading on the NASDAQ Global Market, or Nasdaq, and thereafter trading in our common stock, if any, would be conducted through the over-the-counter market or on the Electronic Bulletin Board of FINRA. As a consequence of such delisting, an investor would likely find it more difficult to dispose of, or to obtain quotations as to the price of, our common stock. Delisting of our common stock could also result in lower prices per share of our common stock than would otherwise prevail.

Any future material weaknesses or deficiencies in our internal control over financial reporting could harm stockholder and business confidence on our financial reporting, our ability to obtain financing and other aspects of our business.

While no material weaknesses were identified as of March 31, 2011, we cannot assure you that material weaknesses will not be identified in future periods. The existence of one or more material weakness or significant deficiency could result in errors in our consolidated financial statements. Substantial costs and resources may be required to rectify any internal control deficiencies. If we fail to achieve and maintain the adequacy of our internal controls in accordance with applicable standards, we may be unable to conclude on an ongoing basis that we have effective internal controls over financial reporting. If we cannot produce reliable financial reports, our business and financial condition could be harmed, investors could lose confidence in our reported financial information, or the market price of our stock could decline significantly. In addition, our ability to obtain additional financing to operate and expand our business, or obtain additional financing on favorable terms, could be materially and adversely affected, which, in turn, could materially and adversely affect our business, our financial condition and the market value of our securities. Moreover, our reputation with customers, lenders, investors, securities analysts and others may be adversely affected.

Impairment charges pertaining to goodwill, identifiable intangible assets or other long-lived assets from our mergers could have an adverse impact on our results of operations and the market value of our common stock.

The total purchase price pertaining to our mergers with Pharmacopeia, Neurogen, Metabasis and CyDex have been allocated to net tangible assets, identifiable intangible assets, in process research and development and goodwill. To the extent the value of goodwill or identifiable intangible assets or other long-lived assets become impaired, we will be required to incur material charges relating to the impairment. Any impairment charges could have a material adverse impact on our results of operations and the market value of our common stock.

We may undertake strategic acquisitions in the future and any difficulties from integrating such acquisitions could adversely affect our stock price, operating results and results of operations.

We may acquire companies, businesses and products that complement or augment our existing business. We may not be able to integrate any acquired business successfully or operate any acquired business profitably. Integrating any newly acquired business could be expensive and time-consuming. Integration efforts often take a significant amount of time, place a significant strain on managerial, operational and financial resources and could prove to be more difficult or expensive than we predict. The diversion of our management's attention and any delay or difficulties encountered in connection with any future acquisitions we may consummate could result in the disruption of our on-going business or inconsistencies in standards and controls that could negatively affect our ability to maintain third-party relationships. Moreover, we may need to raise additional funds through public or private debt or equity financing, or issue additional shares, to acquire any businesses or products, which may result in dilution for stockholders or the incurrence of indebtedness.

As part of our efforts to acquire companies, business or product candidates or to enter into other significant transactions, we conduct business, legal and financial due diligence with the goal of identifying and evaluating material risks involved in the transaction. Despite our efforts, we ultimately may be unsuccessful in ascertaining or evaluating all such risks and, as a result, might not realize the intended advantages of the transaction. If we fail to realize the expected benefits from acquisitions we may consummate in the future, whether as a result of unidentified risks, integration difficulties, regulatory setbacks and other events, our business, results of operations and financial condition could be adversely affected. If we acquire product candidates, we will also need to make certain assumptions about, among other things, development costs, the likelihood of receiving regulatory approval and the market for such product candidates. Our assumptions may prove to be incorrect, which could cause us to fail to realize the anticipated benefits of these transactions.

In addition, we will likely experience significant charges to earnings in connection with our efforts, if any, to consummate acquisitions. For transactions that are ultimately not consummated, these charges may include fees and expenses for investment bankers, attorneys, accountants and other advisors in connection with our efforts. Even if our efforts are successful, we may incur, as part of a transaction, substantial charges for closure costs associated with elimination of duplicate operations and facilities and acquired IPR&D charges. In either case, the incurrence of these charges could adversely affect our results of operations for particular quarterly or annual periods.

Our CyDex facilities are located in a tornado zone, and the occurrence of a tornado or other catastrophic disaster could damage our facilities and equipment, which could cause us to curtail or cease local operations.

Our CyDex facilities are located outside of Kansas City, Kansas, which is in a tornado zone. We are therefore vulnerable to damage from tornados. We are also vulnerable to damage from other types of disasters, such as power loss, fire, floods and similar events. If any disaster were to occur, our ability to operate our business could be seriously impaired. We are insured against up to $2.6 million in damages resulting from natural disasters, including tornados. We currently may not have adequate insurance to cover our losses resulting from disasters or other similar significant business interruptions, and we do not plan to purchase additional insurance to cover such losses due to the cost of obtaining such coverage. Any significant losses that are not recoverable under our insurance policies could seriously impair our business, financial condition and prospects.

Table of Contents

ITEM 6. EXHIBITS

The Index to Exhibits on page 47 is incorporated herein by reference as the list of exhibits required as part of this Quarterly Report.

Table of Contents

LIGAND PHARMACEUTICALS INCORPORATED

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Date: May 10, 2011

By: /s/ John P. Sharp
John P. Sharp
Vice President, Finance and Chief Financial Officer

INDEX TO EXHIBITS

Exhibit Number	Description
2.1(1)	Agreement and Plan of Merger, by and among the Company, Pharmacopeia, Inc., Margaux Acquisition Corp. and Latour Acquisition, LLC, dated as of September 24, 2008 (Filed as Exhibit 2.1).
2.2(2)	Agreement and Plan of Merger, by and among the Company, Neurogen Corporation and Neon Signal, LLC, dated as of August 23, 2009 (Filed as Exhibit 10.1).
2.3(3)	Amendment to Agreement and Plan of Merger, by and among the Company, Neurogen Corporation, and Neon Signal, LLC, dated September 18, 2009 (Filed as Exhibit 10.1).
2.4(3)	Amendment No. 2 to Agreement and Plan of Merger, by and among the Company, Neurogen Corporation, and Neon Signal, LLC, dated November 2, 2009 (Filed as Exhibit 10.2).
2.5(4)	Amendment No. 3 to Agreement and Plan of Merger, by and among the Company, Neurogen Corporation, and Neon Signal, LLC, dated December 17, 2009 (Filed as Exhibit 10.1).
2.6(5)	Certificate of Merger for acquisition of Neurogen Corporation (Filed as Exhibit 2.1).
2.7(6)	Agreement and Plan of Merger, dated as of October 26, 2009, by and among the Company, Metabasis Therapeutics, Inc., and Moonstone Acquisition, Inc (Filed as Exhibit 10.1).
2.8(7)	Amendment to Agreement and Plan of Merger, by and among the Company, Metabasis Therapeutics, Inc., Moonstone Acquisition, Inc., and David F. Hale as Stockholders' Representative, dated November 25, 2009 (Filed as Exhibit 10.1).
2.9(8)	Certificate of Merger for acquisition of Metabasis Therapeutics, Inc. dated January 27, 2010 (Filed as Exhibit 2.1).
2.10(9)	Certificate of Merger, dated and filed January 24, 2011 (Filed as Exhibit 2.1).
2.11(9)	Agreement and Plan of Merger, by and among the Company, CyDex Pharmaceuticals, Inc., and Caymus Acquisition, Inc., dated January 14, 2011 (Filed as Exhibit 10.1).
3.1(10)	Amended and Restated Certificate of Incorporation of the Company (Filed as Exhibit 3.1).
3.2(10)	Bylaws of the Company, as amended (Filed as Exhibit 3.3).
3.3(11)	Amended Certificate of Designation of Rights, Preferences and Privileges of Series A Participating Preferred Stock of the Company (Filed as Exhibit 3.3).
3.4(12)	Certificate of Amendment of the Amended and Restated Certificate of Incorporation of the Company dated June 14, 2000 (Filed as Exhibit 3.5).
3.5(13)	Certificate of Amendment of the Amended and Restated Certificate of Incorporation of the Company dated September 30, 2004 (Filed as Exhibit 3.6).
3.6(14)	Amendment of the Bylaws of the Company dated November 8, 2005 (Filed as Exhibit 3.1).
3.7(15)	Amendment of Bylaws of the Company dated December 4, 2007 (Filed as Exhibit 3.1).
4.1(16)	Specimen stock certificate for shares of Common Stock of the Company.
4.4(17)	2006 Preferred Shares Rights Agreement, by and between the Company and Mellon Investor Services LLC, dated as of October 13, 2006 (Filed as Exhibit 4.1).
10.1(18)	Amendment of "General" Contingent Value Rights Agreement, dated January 26, 2011 (filed as Exhibit 10.1).

Exhibit Number	Description
10.2(9)	Contingent Value Rights Agreement, by and among the Company, CyDex Pharmaceuticals, Inc., and Allen K. Roberson and David Poltack, acting jointly as Shareholders' Representative, dated January 14, 2011 (Filed as Exhibit 10.2).
10.3(19) †	CAPTISOL Supply Agreement, dated December 20, 2002, between CyDex and Hovione LLC, Hovione FarmaCiencia S.A., Hovione Pharmascience Limited, and Hovione International Limited (Filed as Exhibit 10.100).
10.4(19) †	1st Amendment to CAPTISOL Supply Agreement, dated July 29, 2005, between CyDex and Hovione LLC, Hovione FarmaCiencia S.A., Hovione Pharmascience Limited, and Hovione International Limited (Filed as Exhibit 10.101).
10.5(19)	2nd Amendment to CAPTISOL Supply Agreement dated March 1, 2007, between CyDex and Hovione LLC, Hovione FarmaCiencia S.A., Hovione Pharmascience Limited, and Hovione International Limited (Filed as Exhibit 10.102).
10.6(19) †	3rd Amendment to CAPTISOL Supply Agreement dated January 28, 2008, between CyDex and Hovione LLC, Hovione FarmaCiencia S.A., Hovione Pharmascience Limited, and Hovione International Limited (Filed as Exhibit 10.103).
10.7(19) †	4th Amendment to CAPTISOL Supply Agreement dated September 23, 2009 between CyDex and Hovione LLC, Hovione FarmaCiencia S.A., Hovione Pharmascience Limited, and Hovione International Limited (Filed as Exhibit 10.104).
10.8(19) †	License Agreement, dated September 3, 1993, between CyDex and The University of Kansas (Filed as Exhibit 10.105).
10.9(19) †	First Amendment to License Agreement, dated February 24, 1998, between CyDex and The University of Kansas (Filed as Exhibit 10.106).
10.10(19) †	Second Amendment to License Agreement, dated August 4, 2004, between CyDex and The University of Kansas (Filed as Exhibit 10.107).
10.11(19) †	Exclusive License Agreement, dated June 4, 1996, between Pfizer, Inc. and CyDex (Filed as Exhibit 10.108).
10.12(19) †	Nonexclusive License Agreement, dated June 4, 1996, between Pfizer, Inc. and CyDex (Filed as Exhibit 10.109).
10.13(19) †	Addendum to Nonexclusive License Agreement, dated December 11, 2001, between CyDex and Pfizer, Inc. (Filed as Exhibit 10.110).
10.14(19) †	Acknowledgement Agreement, dated March 3, 2008, between CyDex and The University of Kansas (Filed as Exhibit 10.111).
10.15(19) †	License Agreement, dated January 4, 2006, between CyDex and Prism Pharmaceuticals (Filed as Exhibit 10.112).
10.16(19) †	Amendment to License Agreement, dated May 12, 2006 between CyDex and Prism Pharmaceuticals (Filed as Exhibit 10.113).
10.17(19) †	Supply Agreement, dated March 5, 2007, between CyDex and Prism Pharmaceuticals (Filed as Exhibit 10.114).
10.18(19) †	License and Supply Agreement, dated October 12, 2005 between CyDex and Proteolix, Inc. (Filed as Exhibit 10.115).
10.19(9)	Loan and Security Agreement, by and among the Company, its subsidiaries and Oxford Finance Corporation, dated January 24, 2011 (Filed as Exhibit 10.3).
10.20(20)	First Amendment to Loan and Security Agreement, by and between Ligand Pharmaceuticals Incorporated and Oxford Finance LLC, dated April 29, 2011 (Filed as Exhibit 10.2).

Exhibit Number	Description
10.21(21)	Loan and Security Agreement, by and between Ligand Pharmaceuticals Incorporated and Square 1 Bank, dated March 31, 2011 (Filed as Exhibit 10.1).
10.22(20)	First Amendment to Loan and Security Agreement, by and between Ligand Pharmaceuticals Incorporated and Square 1 Bank, dated April 29, 2011 (Filed as Exhibit 10.1).
10.23†	License Agreement dated March 24, 2011 by and between the Company and Chiva Pharmaceuticals, Inc.
31.1	Certification by Principal Executive Officer, Pursuant to Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2	Certification by Principal Financial Officer, Pursuant to Rules 13a-14(a) and 15d-14(a), as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1	Certification by Principal Executive Officer, Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
32.2	Certification by Principal Financial Officer, Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

† Confidential treatment has been requested for portions of this exhibit. These portions have been omitted from this quarterly report and submitted separately to the Securities and Exchange Commission

(1) This exhibit was previously filed as part of, and is hereby incorporated by reference to the numbered exhibit filed with the Company's Current Report on Form 8-K filed on September 26, 2008.

(2) This exhibit was previously filed as part of, and is hereby incorporated by reference to the numbered exhibit filed with the Company's Current Report on Form 8-K filed on August 24, 2009.

(3) This exhibit was previously filed as part of, and is hereby incorporated by reference to the numbered exhibit filed with the Company's Current Report on Form 8-K filed on November 6, 2009

(4) This exhibit was previously filed as part of, and is being incorporated by reference to the numbered exhibit filed with the Company's Current Report on Form 8-K filed on December 17, 2009.

(5) This exhibit was previously filed as part of, and is hereby incorporated by reference to the numbered exhibit filed with the Company's Current Report on Form 8-K filed on December 24, 2009.

(6) This exhibit was previously filed as part of, and is being incorporated by reference to the numbered exhibit filed with the Company's Current Report on Form 8-K filed on October 28, 2009.

(7) This exhibit was previously filed as part of, and is being incorporated by reference to the numbered exhibit filed with the Company's Current Report on Form 8-K filed on December 1, 2009.

(8) This exhibit was previously filed as part of, and is hereby incorporated by reference to the numbered exhibit filed with the Company's Current Report on Form 8-K filed on January 28, 2010.

(9) This exhibit was previously filed as part of, and is hereby incorporated by reference to the numbered exhibit filed with the Company's Current Report on Form 8-K filed on January 26, 2011.

(10) This exhibit was previously filed as part of, and is hereby incorporated by reference to the numbered exhibit filed with the Company's Registration Statement on Form S-4 (No. 333-58823) filed on July 9, 1998.

(11) This exhibit was previously filed as part of and is hereby incorporated by reference to same numbered exhibit filed with the Company's Quarterly Report on Form 10-Q for the period ended March 31, 1999.

(12) This exhibit was previously filed as part of, and are hereby incorporated by reference to the numbered exhibit filed with the Company's Annual Report on Form 10-K for the year ended December 31, 2000.

(13) This exhibit was previously filed as part of, and is hereby incorporated by reference to the numbered exhibit filed with the Company's Quarterly Report on Form 10-Q for the period ended June 30, 2004.

(14) This exhibit was previously filed as part of, and is being incorporated by reference to the numbered exhibit filed with the Company's Current Report on Form 8-K filed on November 14, 2005.

(15) This exhibit was previously filed as part of, and is hereby incorporated by reference to the numbered exhibit filed with the Company's Current Report on Form 8-K filed on December 6, 2007.

(16) This exhibit was previously filed as part of, and is hereby incorporated by reference to the same numbered exhibit filed with the Company's Registration Statement on Form S-1 (No. 33-47257) filed on April 16, 1992 as amended.

(17) This exhibit was previously filed as part of, and is being incorporated by reference to the numbered exhibit filed with the Company's Current Report on Form 8-K filed on October 17, 2006.

(18) This exhibit was previously filed as part of, and is hereby incorporated by reference to the numbered exhibit filed with the Company's Current Report on Form 8-K filed on January 31, 2011.

(19) This exhibit was previously filed as part of, and are hereby incorporated by reference to the same numbered exhibit filed with the Company's Annual Report on Form 10-K for the year ended December 31, 2010.

(20) This exhibit was previously filed as part of, and is being incorporated by reference to the numbered exhibit filed with the Company's Current Report on Form 8-K filed on April 29, 2011.

(21) This exhibit was previously filed as part of, and is being incorporated by reference to the numbered exhibit filed with the Company's Current Report on Form 8-K filed on April 4, 2011.

CERTAIN MATERIAL (INDICATED BY AN ASTERISK) HAS BEEN OMITTED FROM THIS DOCUMENT PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT. THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION

LICENSE AGREEMENT

This LICENSE AGREEMENT (the "**Agreement**") is executed as of March 24, 2011 with an effective date of January 6, 2011 (the "**Effective Date**") by and between **Ligand Pharmaceuticals Incorporated**, a corporation organized under the laws of Delaware and having a place of business at 11085 North Torrey Pines Road, Suite 300, La Jolla, CA, 92037 ("**Ligand**") and **Chiva Pharmaceuticals, Inc.** (formerly known as Elite Mind Investments Limited), a corporation organized under the laws of the Cayman Islands whose registered office is situated at Scotia Centre, 4th Floor, P.O. Box 2804, George Town, Grand Cayman KY1-1112, Cayman Islands ("**Chiva**"). Ligand and Chiva are each referred to herein by name or, individually, as a "**Party**" or, collectively, as "**Parties**."

BACKGROUND

WHEREAS, Ligand owns or has rights under certain patent rights and know-how which relate to Pradefovir, MB07133 and HepDirect Technology (each as defined below);

WHEREAS, Chiva desires to obtain certain exclusive and non-exclusive licenses under such patent rights and know-how for the development and commercialization of Pradefovir and MB07133 in the Field in China, and other novel compounds in the Field worldwide as set forth herein; and

WHEREAS, Ligand desires to grant such licenses to Chiva, all in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements provided herein below and other consideration, the receipt and sufficiency of which is hereby acknowledged, Ligand and Chiva hereby agree as follows:

ARTICLE 1
DEFINITIONS

As used in this Agreement, capitalized terms shall have the meanings indicated in this Article 1 or as specified elsewhere in this Agreement:

1.1 "Affiliate" means, with respect to a Person, any Person that is controlled by, controls, or is under common control with such first Person, as the case may be. For purposes of this **Section 1.1**, the term "control" means (a) direct or indirect ownership of [* * *] or more of the voting interest in the entity in question, or [* * *] or more interest in the income of the entity in

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

question; *provided*, *however*, that if local Law requires a minimum percentage of local ownership of greater than [* * *], control will be established by direct or indirect beneficial ownership of [* * *] of the maximum ownership percentage that may, under such local Law, be owned by foreign interests, or (b) possession, directly or indirectly, of the power to direct or cause the direction of management or policies of the entity in question (whether through ownership of securities or other ownership interests, by contract or otherwise).

1.2 "China" means the People's Republic of China as in existence as of the Effective Date (including Hong Kong, Taiwan and Macau).

1.3 "China Business Opportunity" has the meaning set forth in **Section 2.7(a)**.

1.4 "China Negotiation Period" has the meaning set forth in **Section 2.7(a)**.

1.5 "Chiva Indemnitees" has the meaning set forth in **Section 9.2**.

1.6 "Claim Notice" has the meaning set forth in **Section 9.3**.

1.7 "Clinical Trial" means an investigation in human subjects and/or patients intended to discover or verify the clinical, pharmacological and/or other pharmacodynamic effects of a Licensed Product, and/or to identify any adverse reactions to a Licensed Product, and/or to study absorption, distribution, metabolism, and/or excretion of a Licensed Product with the objective of ascertaining its safety, activity and/or efficacy.

1.8 "Confidential Information" means any information of a confidential and proprietary nature, including know-how, information, invention disclosures, patent applications, proprietary materials and/or technologies, economic information, business or research strategies, trade secrets, and material embodiments thereof, disclosed by a Party to the other Party and characterized to the receiving Party as confidential.

1.9 "Control" or "Controlled" means, with respect to any information, material or intellectual property right, that a Party owns or has a license to such information, material or intellectual property right, as applicable, and has the ability to grant to the other Party access to, or a license or sublicense under, such information, material or intellectual property right as provided under the terms of this Agreement.

1.10 "Develop" or "Development" means pre-clinical and clinical research and development activities, including toxicology and other pre-clinical development efforts, stability testing, process development, formulation development, delivery system development, quality assurance and quality control development, statistical analysis, clinical pharmacology, clinical studies (including Clinical Trials), regulatory affairs, and Regulatory Approval and clinical study regulatory activities.

1.11 "Dispute" has the meaning set forth in **Section 12.11**.

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

1.12 "Executive" shall mean for Ligand, the Chief Executive Officer of Ligand (or such individual's designee), and, for Chiva, the Chief Executive Officer of Chiva (or such individual's designee). If either position is vacant or either position does not exist, then the person having the most nearly equivalent position (or such individual's designee) shall be deemed to be the Executive of the relevant Party.

1.13 "FDA" means the U.S. Food and Drug Administration, or any successor agency thereto.

1.14 "FD&C Act" means the U.S. Federal Food, Drug, and Cosmetic Act (21 U.S.C. §301, et seq.), including any amendments or supplements thereto.

1.15 "Field" means the HCC Field, the HepB Field and the HepC Field.

1.16 "First Commercial Sale" means, with respect to each Licensed Product, the first sale of such Licensed Product by Chiva or its Affiliates or sublicensees to a Third Party for which payment has been received in any country in the Territory.

1.17 "Governmental Entity" means any regional, central, federal, state, provincial or local court, commission or governmental, regulatory or administrative body, board, bureau, agency, instrumentality, authority or tribunal or any subdivision thereof.

1.18 "HCC Compound" means any Licensed Compound other than MB07133 developed using or incorporating HepDirect Technology, which is selected by Chiva for Development and/or commercialization by Chiva in the HCC Field pursuant to **Section 3.1**.

1.19 "HCC Field" means the treatment or prevention of hepatocellular carcinoma in humans.

1.20 "HCC Product" means any product intended for use in the HCC Field that contains a HCC Compound, whether alone or in combination with another active pharmaceutical ingredient, the manufacture, use, sale, offer for sale, import, or export of which would, but for the rights granted pursuant to **Section 2.3**, infringe a Valid Claim.

1.21 "HepB Compound" means any Licensed Compound other than Pradefovir developed using or incorporating HepDirect Technology, which is selected by Chiva for use in the HepB Field pursuant to **Section 3.1**.

1.22 "HepB Field" means the treatment or prevention of hepatitis B virus infection in humans.

1.23 "HepB Product" means any product intended for use in the HepB Field that contains a HepB Compound, whether alone or in combination with another active pharmaceutical ingredient, the manufacture, use, sale, offer for sale, import, or export of which would, but for the rights granted pursuant to **Section 2.3**, infringe a Valid Claim.

1.24 "HepC Compound" means any Licensed Compound developed using or incorporating HepDirect Technology, which is selected by Chiva and Ligand confirms is available for use in the HepC Field pursuant to **Section 3.1**.

1.25 "HepC Field" means the treatment or prevention of hepatitis C virus infection in humans.

1.26 "HepC Product" means any product intended for use in the HepC Field that contains a HepC Compound, whether alone or in combination with another active pharmaceutical ingredient, the manufacture, use, sale, offer for sale, import, or export of which would, but for the rights granted pursuant to **Section 2.3,** infringe a Valid Claim.

1.27 "HepDirect" means the proprietary prodrug technology that targets delivery of drugs to the liver by using compositions, and methods of making and using the same, of any and all [* * *].

1.28 "HepDirect Business Opportunity" has the meaning set forth in **Section 2.7(a)**.

1.29 "HepDirect Know-How" means all Know-How Controlled by Ligand or any of its Affiliates as of the Effective Date that is (a) necessary in connection with the use of HepDirect in the Field, each in the Territory and (b) not included in the HepDirect Patents.

1.30 "HepDirect Negotiation Period" has the meaning set forth in **Section 2.7(a)**.

1.31 "HepDirect Patents" means those Patents Controlled by Ligand or any of its Affiliates listed in **Schedule 1.31** attached hereto. For clarity, the HepDirect Patents do not include any of the Pradefovir Patents or the MB07133 Patents.

1.32 "HepDirect Technology" means the HepDirect Know-How and the HepDirect Patents.

1.33 "Improvement" means any discovery, invention, contribution, method, finding, or improvement, whether or not patentable, and all intellectual property therein, that is conceived, reduced to practice, or otherwise developed by or on behalf of a Party, during the Term, that is a modification, improvement or enhancement to the Licensed Patents and is dominated by the claims of one or more of the patent rights described in **Section 1.40**.

1.34 "IND" means an Investigational New Drug application, Clinical Study Application, Clinical Trial Exemption, or similar application or submission for approval to conduct human clinical investigations filed with or submitted to a Regulatory Authority in the Territory in conformance with the requirements of such Regulatory Authority.

1.35 "Intellectual Property Rights" means Patents, copyrights, trade secrets, database rights, proprietary know-how and similar rights of any type (excluding trademarks) under the laws of any Governmental Entity, including all applications, registrations, extensions and renewals relating to any of the foregoing.

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

1.36 "Know-How" means all technical information and other technical subject matter, proprietary methods, ideas, concepts, formulations, discoveries, inventions, devices, technology, trade secrets, compositions, designs, formulae, know-how, show-how, specifications, drawings, techniques, results, data, processes, methods, procedures and/or designs, whether or not patentable.

1.37 "Law" means, individually and collectively, any and all laws, ordinances, orders, rules, rulings, directives and regulations of any kind whatsoever of any Governmental Entity or Regulatory Authority within the applicable jurisdiction.

1.38 "Licensed Compound" means any compound developed by or on behalf of Chiva, its Affiliates or its sublicensees, including any complexes, chelates, clathrates, acids, bases, esters, salts, isomers, stereoisomers, enantiomers, pro-drug form, metabolite, hydrate, solvate, polymorph, and crystalline forms thereof, the manufacture, use, sale, offer for sale, import, or export of which would, but for the rights granted pursuant to **Section 2.3,** infringe a Valid Claim under the Licensed Patents; *provided*, *however*, that "Licensed Compound" shall not include those HepC Compounds which are unavailable for Development pursuant to **Section 3.1**.

1.39 "Licensed Know-How" means the HepDirect Know-How, the MB07133 Know-How and the Pradefovir Know-How.

1.40 "Licensed Patents" means the HepDirect Patents, the MB07133 Patents and the Pradefovir Patents.

1.41 "Licensed Product" means each of Pradefovir, MB07133, a HCC Product, a HepB Product and a HepC Product.

1.42 "Licensed Technology" means the HepDirect Technology, the MB07133 Technology and the Pradefovir Technology.

1.43 "Ligand Indemnitees" has the meaning set forth in **Section 9.1**.

1.44 "Major European Market" means the European Union as a whole or any one of the following countries: the United Kingdom, France, Germany, Italy, Spain (or, for patent purposes, the European Patent Office).

1.45 "Major Market" means each of the United States, Japan and Major European Market.

1.46 "MB07133" means all forms of [* * *] developed using or incorporating HepDirect Technology and as identified in **Exhibit B**, including any complexes, chelates, clathrates, acids, bases, esters, salts, isomers, stereoisomers, enantiomers, pro-drug form, metabolite, hydrate, solvate, polymorphy, and crystalline forms thereof.

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

1.47 "MB07133 Know-How" means all Know-How Controlled by Ligand or any of its Affiliates as of the Effective Date that is (a) necessary in connection with the making, using, selling, offering to sell, exporting and importing MB07133 in the HCC Field in the Territory and (b) not included in the MB07133 Patents.

1.48 "MB07133 Patents" means those Patents Controlled by Ligand or any of its Affiliates listed in **Schedule 1.48** attached hereto. For clarity, the MB01775 Patents do not include any of the Pradefovir Patents or the HepDirect Patents.

1.49 "MB07133 Technology" means the MB07133 Know-How and the MB07133 Patents.

1.50 "NDA" means a "New Drug Application," as defined in the FD&C Act and applicable regulations promulgated thereunder by the FDA and all amendments and supplements thereto filed with the FDA, or the equivalent application filed with any Regulatory Authority, including all documents, data, and other information concerning a Licensed Product which are necessary for gaining Regulatory Approval to market and sell such Licensed Product in the relevant jurisdiction.

1.51 "Net Sales" means gross amounts invoiced by or on behalf of Chiva and any of its Affiliates or sublicensees for Licensed Products sold to Third Parties who are not Affiliates or sublicensees of Chiva, unless such Affiliate or sublicensee is the end user of such Licensed Products, in which case the amount billed therefor shall be deemed to be the amount that would be billed to a Third Party end user in bona fide, arms-length transactions, less the following deductions, as determined in accordance with Chiva's usual and customary accounting methods, which are in accordance with United States GAAP (as generally and consistently applied throughout Chiva's organization) to the extent included in the gross invoiced sales price of any Licensed Products or otherwise directly paid or incurred by Chiva, its Affiliates or sublicensees with respect to the sale of such Licensed Products: [* * *]; and [* * *] to the extent such amounts are [* * *] listed above and are [* * *]. Each of the deductions set forth above shall be determined on an accrual basis in accordance with GAAP.

1.52 "Patents" means all: (a) United States and foreign patents, re-examinations, reissues, renewals, extensions and term restorations, inventors' certificates and counterparts thereof; and (b) pending applications for United States and foreign patents, including, without limitation, provisional applications, continuations, continued prosecution, divisional and substitute applications, and counterparts thereof.

1.53 "Person" means any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization or government or political subdivision thereof.

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

1.54 "Phase I Clinical Trial" means, as to a Licensed Product, a Clinical Trial which meets the definition of a Phase 1 trial as set forth in 21 C.F.R. 312.21(a), as amended from time to time, or, if conducted for the purpose of seeking Regulatory Approval in a jurisdiction in the Territory other than the U.S., a Clinical Trial that meets the definition of a Phase 1 trial in the corresponding regulation in such jurisdiction. "Initiation" of a Phase I Clinical Trial means the first dosing of a subject in such Phase I Clinical Trial.

1.55 "Phase III Clinical Trial" means, as to a Licensed Product, a Clinical Trial which meets the definition of a Phase 3 trial as set forth in 21 C.F.R. 312.21(c), as amended from time to time, or, if conducted for the purpose of seeking Regulatory Approval in a jurisdiction in the Territory other than the U.S., a Clinical Trial that meets the definition of a Phase 3 trial in the corresponding regulation in such jurisdiction. "Initiation" of a Phase III Clinical Trial means the first dosing of a patient in such Phase III Clinical Trial.

1.56 "Pradefovir" means all forms of the [* * *] developed using or incorporating HepDirect Technology and as identified in **Exhibit A**, including any complexes, chelates, clathrates, acids, bases, esters, salts, isomers, stereoisomers, enantiomers, pro-drug form, metabolite, hydrate, solvate, polymorphy, and crystalline forms thereof.

1.57 "Pradefovir Know-How" means all Know-How Controlled by Ligand or any of its Affiliates as of the Effective Date that is (a) necessary in connection with the making, using, selling, offering to sell, exporting and importing of Pradefovir in the HepB Field and in the Territory and (b) not included in the Pradefovir Patents.

1.58 "Pradefovir Patents" means those Patents Controlled by Ligand or any of its Affiliates listed in **Schedule 1.58** attached hereto. For clarity, the Pradefovir Patents do not include any of the HepDirect Patents or the MB07133 Patents.

1.59 "Pradefovir Technology" means the Pradefovir Know-How and the Pradefovir Patents.

1.60 "Prosecute" or "Prosecution" means, with respect to Patents, the filing for, prosecuting, responding to oppositions, nullity actions, re-examinations, revocation actions and similar proceedings (including without limitation conducting or participating in interference and oppositions) filed by Third Parties against, and maintaining, Patents.

1.61 "Regulatory Authority" means any national (e.g., the FDA), supranational (e.g., the EMEA), regional, state or local regulatory agency, department bureau, commission, council or other Governmental Entity in any jurisdiction of the world involved in the granting of Regulatory Approval for pharmaceutical products.

1.62 "Regulatory Approval" means, with respect to a country or jurisdiction within the Territory, (i) any approvals, licenses, registrations or authorizations necessary for the manufacture, marketing and sale of a Licensed Product in such country or jurisdiction, and (ii) where relevant, pricing approvals necessary to obtain reimbursement from a Governmental Entity with respect to a Licensed Product in such country or jurisdiction.

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

1.63 "Regulatory Documentation" means all submissions to Regulatory Authorities and other Governmental Entities, including for Clinical Trials, preclinical trials, tests, and biostudies, relating to the Licensed Products, including all INDs, NDAs and Regulatory Approvals, as well as all correspondence with Governmental Entities (registration and licenses, pricing and reimbursement correspondence, regulatory drug lists, advertising and promotion documents), adverse event files, complaint files, manufacturing records and inspection reports.

1.64 "Research Plan" has the meaning set forth in **Section 5.2(a)**.

1.65 "Sublicense Agreement" has the meaning set forth in **Section 2.5**.

1.66 "Term" has the meaning set forth in **Section 11.1.**

1.67 "Third Party" means any Person other than Ligand, Chiva or any Affiliate of either Ligand or Chiva.

1.68 "Valeant" means Valeant Pharmaceuticals North America, a Delaware corporation and successor in interest to Valeant Research & Development, or any successor in interest.

1.69 "Valeant Agreement" means that certain Assignment and Assumption Agreement by and among Metabasis Therapeutics, Inc., Schering Corporation and Valeant, effective as of January 9, 2007, and that certain Termination Agreement, by and among Metabasis Therapeutics, Inc., Schering Corporation and Valeant, effective as of September 19, 2007, each as amended by that certain Amendment Agreement on September 24, 2008.

1.70 "Valid Claim" means (a) any claim of an issued and unexpired patent within the Licensed Patents that has not been held unenforceable or invalid by a court or other governmental agency of competent jurisdiction in a decision that is not appealed or is unappealable, and which patent has not been disclaimed or admitted to be invalid or unenforceable through reissue or otherwise, or (b) a pending claim in a pending patent application within the Licensed Patents that has not been abandoned, finally rejected, or expired without the possibility of appeal or refilling.

1.71 Unless the context of this Agreement otherwise requires: (a) words of any gender include each other gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms "hereof," "herein," "hereby" and derivative or similar words refer to this entire Agreement; (d) the terms "Article," "Section" or "Exhibit" refer to the specified Article, Section or Exhibit of this Agreement; (e) the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase, "and/or"; and (f) the term "including" means "including without limitation." Whenever this Agreement refers to a number of days, such number shall refer to calendar days.

1.72 "Exclusive License" means Ligand will not license or otherwise grant to any Third Party any rights regarding the Licensed Compounds/Licensed Products in the Territory within the Field. For purposes of this Agreement, the term "Territory" means China.

ARTICLE 2
LICENSES AND TECHNOLOGY TRANSFER

2.1 Exclusive License for HepB Compounds/Products. During the Term, subject to the terms and conditions of this Agreement, Ligand hereby grants to Chiva and its Affiliates an exclusive, royalty-bearing right and license under the Pradefovir Technology to make, have made, use, sell, have sold, import and export Pradefovir and other HepB Compounds and HepB Products in the HepB Field in China.

2.2 Exclusive License for HCC Compounds/Products. During the Term, subject to the terms and conditions of this Agreement, Ligand hereby grants to Chiva and its Affiliates an exclusive, royalty-bearing right and license under the MB07133 Technology to make, have made, use, sell, have sold, import and export MB07133 and other HCC Compounds and HCC Products in the HCC Field in China.

2.3 Non-Exclusive HepDirect Technology Licenses. During the Term, subject to the terms and conditions of this Agreement, including **Section 3.1**, Ligand hereby grants to Chiva and its Affiliates a non-exclusive, royalty-bearing right and license under the HepDirect Patents to Develop, make, have made, use, sell, have sold, import and export HepB Compounds and HepB Products in the HepB Field, HCC Compounds and HCC Products in the HCC Field, and HepC Compounds and HepC Products in the HepC Field, each in the Territory.

2.4 Rights to Improvements.

(a) Chiva shall have a right to make Improvements to the Licensed Technology, and to utilize such Improvements to make, have made, use, sell, have sold and import Licensed Products in the Territory. Chiva hereby grants to Ligand a non-exclusive, perpetual right and license in the Territory, without the right to grant sublicenses, to make, have made, use, sell, have sold, import and export Improvements made by or on behalf of Chiva during the Term.

(b) Subject to the license granted to Ligand pursuant to **Section 2.4(a)**, Improvements made by or on behalf of Chiva shall be owned and/or controlled exclusively by Chiva. For purposes of this **Section 2.4(b)**, ownership of an Improvement shall be based on inventorship as determined in accordance with the patent law of the country in which the Improvement is reduced to practice.

2.5 Sublicenses. The rights and licenses granted pursuant to **Sections 2.1**, **2.2**, and **2.3** include the right to grant sublicenses pursuant to a written sublicense agreement (each a "Sublicense Agreement"); *provided*, *however*, that (i) any such Sublicense Agreement shall be consistent with and subject to the terms and conditions of this Agreement; (ii) Chiva shall remain fully responsible to Ligand for the performance of its sublicensee(s); (iii) Chiva shall reserve the right under each Sublicense Agreement to conduct an audit of its sublicensee in a comparable manner to **Section 4.11** of this Agreement; (v) Chiva shall provide a complete, executed copy of

any Sublicense Agreement within [* * *] of execution thereof; and (v) each sublicense granted by Chiva shall terminate no later than termination of this Agreement, unless otherwise agreed by the Parties. Chiva shall remain obligated to make all payments due to Ligand under the terms of this Agreement with respect to the activities of its sublicensees.

2.6 Right of First Negotiation for Exclusive License.

(a) In the event that Ligand, at any time during the Term, desires to grant exclusive rights to a Third Party, under the HepDirect Patents, to Develop, make, have made, use, sell, have sold, import and export HepB Compounds and HepB Products in the HepB Field, or HCC Compounds and HCC Products in the HCC Field, in the Territory (any such potential grant referred to as a "HepDirect Business Opportunity"), Ligand agrees to notify Chiva of such HepDirect Business Opportunity, and provide Chiva with information available to Ligand that is reasonably necessary for Chiva to evaluate the HepDirect Business Opportunity. The Parties shall negotiate in good faith the terms pursuant to which Chiva may obtain such HepDirect Business Opportunity for a period of [* * *] days following the date of such notice (such period referred to as a "HepDirect Negotiation Period").

(b) Unless otherwise agreed between the Parties, Ligand will not negotiate or discuss the HepDirect Business Opportunity with any Third Party, or disclose to any Third Party any of the information regarding the HepDirect Business Opportunity, until the expiry of the HepDirect Negotiation Period. In the event that Ligand and Chiva have not agreed upon the terms and conditions pursuant to which Ligand would grant such rights to Chiva within the HepDirect Negotiation Period, Ligand shall be free to discuss the HepDirect Business Opportunity with and disclose information regarding the same to any Third Party.

2.7 Right of First Negotiation for China.

(a) In the event that Ligand, at any time during the Term, desires to grant exclusive rights to a Third Party, under any other Ligand technology, to make, have made, use, sell, have sold, import and export any other Ligand product in China (any such potential grant referred to as an "China Business Opportunity"), Ligand agrees to notify Chiva of such China Business Opportunity, and provide Chiva with information available to Ligand that is reasonably necessary for Chiva to evaluate the China Business Opportunity. The Parties shall negotiate in good faith the terms pursuant to which Chiva may obtain such China Business Opportunity for a period of [* * *] following the date of such notice (such period referred to as a "China Negotiation Period"). For the avoidance of doubt, this right of first negotiation shall not apply to any worldwide or other opportunities that involve any countries or regions beyond China.

(b) Unless otherwise agreed between the Parties, Ligand will not negotiate or discuss the China Business Opportunity with any Third Party, or disclose to any Third Party any of the information regarding the China Business Opportunity, until the expiry of the China Negotiation Period. In the event that Ligand and Chiva have not agreed upon the terms and conditions pursuant to which Ligand would grant such rights to Chiva within the China Negotiation Period, Ligand shall be free to discuss the China Business Opportunity with and disclose information regarding same to any Third Party.

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

2.8 Technology Transfer. Within [* * *] after the Effective Date, to the extent not previously provided to Chiva or otherwise in Chiva's possession, Ligand shall use commercially reasonable efforts disclose and provide to Chiva key Licensed Technology and Regulatory Documentation critical to the Licensed Products in existence as of the Effective Date. Following such [* * *] period, Ligand shall reasonably consider any commercially reasonable request by Chiva to disclose and provide additional key Licensed Technology and Regulatory Documentation critical to the Licensed Products in existence as of the Effective Date.

2.9 No Other Rights. Ligand and Chiva each acknowledges and agrees that, except as expressly granted under this Agreement, no right, title, or interest of any nature whatsoever is granted whether by implication, estoppel, reliance, or otherwise, by either Party to the other Party. All rights with respect to technology, Patents or other intellectual property rights that are not specifically granted herein are reserved.

2.10 Bankruptcy. All rights and licenses granted under or pursuant to this Agreement, including amendments hereto, are, for all purposes of 11 U.S.C. § 365(n), licenses of rights to intellectual property as defined in the United States Bankruptcy Code, and any comparable Law of a relevant jurisdiction. Each Party may elect to retain and may fully exercise all of its rights and elections under 11 U.S.C. § 365(n).

ARTICLE 3
NOTICE REGARDING ADDITIONAL LICENSED COMPOUNDS

3.1 Notice Regarding Additional Licensed Compounds. Chiva shall have the right to Develop multiple Licensed Compounds concurrently, and shall provide written notice to Ligand of each Licensed Compound (including the structure) it selects for Development as a Licensed Product within [* * *] of such selection, but in all events prior [* * *]. In the event that a HepC Compound selected by Chiva for Development is unavailable for Development as a result of contractual rights granted by Ligand prior to the receipt of such written notice or otherwise as a result of being included in one or more packages of contractual rights that Ligand intends to grant to one or more Third Parties as part of a transaction involving the program that [* * *], Ligand shall promptly provide written notice to Chiva, and Chiva may not commence (or continue, if previously commenced) Development on such HepC Compound. For clarity, any such HepC Compound(s) shall not be a Licensed Compound hereunder. For this purpose Ligand hereby confirms that it has no objection to Chiva's plan to develop HepC Compounds and HepC Products using HepDirect Technology that [* * *].

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

ARTICLE 4
COMPENSATION

4.1 License Issuance Fee. In partial consideration of the rights and licenses granted by Ligand hereunder, Chiva shall pay a one-time, non-refundable and non-creditable license issuance fee of one hundred fifty thousand US Dollars for Predafovir (US$150,000) and three hundred fifty thousand US Dollars ($350,000) for MB07133 to Ligand on or before March 31, 2011.

4.2 Equity. In further consideration of the rights and licenses granted by Ligand hereunder, Chiva shall issue shares of its Common Stock to Ligand within [* * *] of Ligand's first notification to Chiva of a [* * *] China Business Opportunity under Section 2.7(a) pursuant to a Stock Purchase Agreement substantially in the form attached hereto as **Exhibit C** (the "Stock Purchase Agreement"), so as to provide Ligand with a ten percent (10%) ownership stake in Chiva. For clarity, in the event that the Parties do not enter into a Stock Purchase Agreement substantially in the form attached hereto within [* * *] of the date of first [* * *] notification to Chiva under Section 2.7(a), Ligand may terminate this Agreement and no payment obligation shall be obligated, assumed and effective by either party pursuant to this agreement. For purposes of this Agreement, [* * *].

4.3 Milestone Payments.

(a) In partial consideration of the rights and licenses granted by Ligand hereunder, Chiva shall pay a one-time, non-refundable and non-creditable milestone fee of one hundred fifty thousand US Dollars for Pradefovir (US$150,000) and three hundred fifty thousand US Dollars ($350,000) for MB07133 to Ligand on December 31, 2011.

(b) In further consideration of the rights and licenses granted by Ligand hereunder, Chiva shall pay to Ligand the non-refundable and non-creditable milestone payments within [* * *] of the achievement by Chiva or its Affiliates or sublicensees of each of the corresponding events:

(1) for Pradefovir and for each other HepB Product with its composition of matter claimed in a Licensed Patent as of the Effective Date (for instance, HepB Products with no claim related to its composition of matter in a Licensed Patent as of the Effective Date, or with respect to which only a method of treatment is disclosed as of the Effective Date), as set forth under the column "Pradefovir and Certain Other HepB Products";

(2) for MB07133 and for each other HCC Product with its composition of matter claimed in a Licensed Patent as of the Effective Date (for instance, HCC Products with no claim related to its composition of matter in a Licensed Patent as of the Effective Date, or with respect to which only a method of treatment is disclosed as of the Effective Date), as set forth under the column "MB07133 and Certain Other HCC Products"; and

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

(3) for each HepB Product other than a HepB Product with its composition of matter claimed in a Licensed Patent as of the Effective Date, for each HCC Product and and for each HepC Product as set forth under the applicable column "All Other HepB Products, HCC Products and HepC Products" below.

	Pradefovir and Certain Other HepB Products	**MB07133 and Certain Other HCC Products**	**All Other HepB Products, HCC Products and HepC Products**
Initiation of Phase I Clinical Trial	None	None	Five Hundred Thousand U.S. Dollars (US$500,000)
Initiation of Phase III Clinical Trial	None	None	One Million U.S. Dollars (US$1,000,000)
NDA filing in China	None	None	None
Receipt of Regulatory Approval in China	Four Million U.S. Dollars (US$4,000,000)	Four Million U.S. Dollars (US$4,000,000)	Six Million U.S. Dollars (US$6,000,000)
NDA filing in First Major Market	Not Applicable	None	None
Receipt of Regulatory Approval in first Major Market	Not Applicable	None	Seventeen Million U.S. Dollars (US$17,000,000)
Achievement of $500M in total cumulative Net Sales	Twenty Million U.S. Dollars (US$20,000,000)	Fifteen Million U.S. Dollars (US$15,000,000)	Fifteen Million U.S. Dollars (US$15,000,000)

For clarity, it is expressly agreed that the milestone payments set forth in each column above will be payable once only for each Licensed Product to achieve the event. If, however, Chiva is developing two Licensed Products, even if both are a HepB Product, HCC Product or HepC Product, as applicable, each of the milestone payments under the column "HepB Products, HCC Products and HepC Products" shall be paid for each such Licensed Product.

4.4 Payment of Royalties

(a) Royalty Rates. In further consideration of the rights and licenses granted by Ligand hereunder, Chiva shall pay to Ligand five percent (5%) of aggregate Net Sales of Licensed Products, except for Pradefovir which shall be paid at the percentage of eight percent (8%) of aggregate Net Sales. . If a generic version of a Licensed Product enters the market, then the royalty rate will be reduced by [* * *] for that Licensed Product from [* * *].

(b) Sublicensing. In the event Chiva grants a sublicense under **Section 2.5** to a sublicensee to make, use, import, sell, offer to sell, import or export a Licensed Product, such Sublicense Agreement shall require the sublicensee to account for and report its Net Sales of the Licensed Product on the same basis as if such sales were Net Sales of the Licensed Product by Chiva, and Chiva shall pay royalties on such sales as if the Net Sales of the sublicensees were Net Sales of Chiva.

(c) Payment of Royalties. Chiva shall pay on a calendar quarterly basis all royalties due and payable on Net Sales in each calendar quarter pursuant to this **Section 4.4** within [* * *] after the last day of each calendar quarter in which the applicable Net Sales underlying such royalties were billed or invoiced by Chiva.

(d) Royalty Term. The obligation of Chiva to pay royalties to Ligand under this **Section 4.4** shall commence on the date of the First Commercial Sale of a Licensed Product and continue, [* * *] the [* * *]. Thereafter, Chiva shall have a paid up, royalty-free license with respect to such Licensed Product in the applicable country.

4.5 License Maintenance Fee. Chiva shall pay to Ligand an annual license maintenance fee of Twenty-Five Thousand U.S. Dollars (US$25,000), due within thirty (30) days after the start of each calendar year.

4.6 Sublicense Fees. In partial consideration of the rights and licenses granted by Ligand hereunder, if Chiva sublicenses any of its rights under this Agreement pursuant to **Section 2.5** above to a Third Party to make, have made, use, sell, have sold, import and export a Licensed Product in a Major Market, Chiva shall pay to Ligand an amount (the "Sublicense Fee") equal to five percent (5%) of all up-front payments, option fees, license fees, milestone payments, royalties or other consideration of any kind received under the applicable Sublicense Agreement. If Chiva receives any non-cash consideration (including, for example, options, stock, property or intellectual property rights), then it shall calculate the cash value of such consideration in U.S. Dollars for the purposes of determining the Sublicense Fee and Ligand shall be entitled to engage an independent accountant to confirm Chiva's determination of such cash value within [* * *] of receipt of notice of Chiva's determination. Sublicense Fee payments shall be due and payable to Ligand within [* * *] of receipt by Chiva of any payments from its sublicensee(s). For the avoidance of doubt, the payments due to Ligand under this **Section 4.6** are in addition to the payments owed by Chiva to Ligand under **Sections 4.1, 4.2, 4.3, 4.4(a)** and **4.4(b)** above.

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

4.7 Payment Method. All payments made by Chiva under this Agreement shall be made in U.S. Dollars, and such payments shall be made by check or wire transfer to one or more bank accounts to be designated in writing by Ligand.

4.8 Currency Conversion. In the event that Licensed Products are sold in currencies other than U.S. Dollars, Net Sales shall be calculated by Chiva in accordance with U.S. generally accepted accounting principles, consistently applied. Net Sales in currencies other than U.S. Dollars shall be converted into U.S. Dollars using the average official rate of exchange for such currencies published in *The Wall Street Journal,* Eastern Edition, [* * *]. If an exchange rate for any particular currency is not published in *The Wall Street Journal*, the rate of exchange to be used for such currency shall be determined using average conversion rates published by the Bank of China or such conversion rates that generally are accepted in the industry [* * *]. Sublicense Fee payments due to Ligand pursuant to **Section 4.6** shall be calculated in U.S. Dollars as set forth above.

4.9 Late Payment Interest. Any payment due and payable to Ligand under the terms and conditions of this Agreement, including any royalty payment, made by Chiva after the date such payment is due and payable shall bear interest as of the day after the date such payment was due and payable and shall continue to accrue such interest until such payment is made at a rate equal to the lesser of either (a) [* * *], as of the date such payment was due and payable, or (b) the maximum rate permitted by applicable Law; *provided*, *however*, that the total interest accrued shall be no greater than [* * *] of the payment due and payable.

4.10 Records and Reports. All payments made to Ligand hereunder shall be accompanied by a written statement setting forth in reasonable detail the calculation thereof, including, for example, in the case of royalty payments, the gross amount billed or invoiced by Chiva, Affiliate or sublicensee for sale or other disposition of Licensed Products on a country-by-country basis in the local currency, itemized deductions against such gross amount in accordance with **Section 1.51**, Net Sales on a country-by-country basis, and, if applicable, the exchange rate utilized to convert a local currency to U.S. Dollars. Chiva shall maintain complete and accurate records sufficient to enable accurate calculation of royalties and other payments due Ligand hereunder. Such records and books of account shall be preserved by Chiva for a period of [* * *] after the end of the period covered by such records and books of account, which obligation shall survive expiration or termination of this Agreement. Chiva must ensure that its sublicensees provide reports and keep records in a manner consistent with this **Section 4.10**. Chiva shall provide reports received from sublicensees to Ligand with the applicable payment.

4.11 Audit Rights. Chiva shall permit an independent public accountant designated by Ligand and reasonably acceptable to Chiva, to have access, no more than [* * *] in each [* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

during the Term and no more than [* * *] during the [* * *] following the expiration or termination of this Agreement, during regular business hours and upon at least [* * *] written notice, to Chiva's records and books to the extent necessary to determine the accuracy of Net Sales reported, and payments made, by Chiva to Ligand within the [* * *] immediately preceding such an audit. The independent public accountant shall be under a confidentiality obligation to Chiva to disclose to Ligand only (a) the accuracy of Net Sales reported and the basis for royalty and other payments made to Ligand under this Agreement and (b) the difference, if any, such reported and paid amounts vary from amounts determined as a result of the audit. If such examination results in a determination that Net Sales or payments have been misstated, over or under paid amounts due shall be paid promptly to the appropriate Party. If Net Sales are understated by greater than [* * *], the fees and expenses of such accountant shall be paid by Chiva; otherwise the fees and expenses of such accountant shall be paid by Ligand. All matters reviewed by such independent public accountant shall be deemed Confidential Information of Chiva and shall subject to **ARTICLE 7**.

ARTICLE 5
PRODUCT ACTIVITIES

5.1 Diligence. Chiva shall diligently Develop Licensed Compounds and Develop, manufacture and sell Licensed Products, and shall use commercially reasonable efforts to develop markets for Licensed Products, in both cases either directly or through a sublicensee. In addition, Chiva, either directly or through a sublicensee, shall achieve the events described in **Schedule 5.1** within the time periods set forth in **Schedule 5.1**. Chiva, either directly or through a sublicensee, shall obtain all necessary Regulatory Approvals in each country where Licensed Products are made, used, sold, imported, or offered for sale. Ligand may terminate this Agreement in accordance with **Section 11.2(b)** if Chiva (i) fails to achieve a milestone by the milestone achievement date as set out in **Schedule 5.1** (or such later date as may be agreed by the Parties in writing) or (ii) has not sold Licensed Product for any [* * *] period after Chiva's First Commercial Sale of a Licensed Product.

5.2 Research Plan; Progress Reports.

(a) Chiva shall develop a research plan detailing the work it will perform and associated timelines to Develop Licensed Products and to obtain Regulatory Approval and sell Licensed Products (the "Research Plan"). Chiva will provide a copy of the Research Plan to Ligand within [* * *] and any updates as these become available from time to time.

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

(b) By [* * *] and [* * *] of each year, Chiva shall submit a written report to Ligand covering the preceding [* * *] period. Each report will describe: Chiva's progress in accordance with the Research Plan and towards commercialization of Licensed Products, including work completed, key scientific discoveries, summary of work-in-progress, current schedules or anticipated events or milestones, market plans for introduction of Licensed Product, and significant corporate transaction(s) involving Licensed Products. Chiva shall also provide to Ligand copies of any reports received from its sublicensees, within [* * *] of receipt.

5.3 Regulatory Responsibilities.

(a) The Parties shall meet periodically as needed to discuss the regulatory plans and strategies for Pradefovir or MB07133 in China. Chiva shall, at Chiva's expense, promptly deliver to Ligand copies of Regulatory Documentation and significant correspondence to and from all Regulatory Authorities Controlled by Chiva related to Pradefovir or MB07133 in China, and shall keep Ligand informed of material regulatory developments related to Pradefovir or MB07133 in China. Ligand shall keep Chiva informed of material regulatory developments related to Pradefovir or MB07133 in territories outside of China. Each Party shall provide the other Party with reasonable cooperation and assistance in connection with regulatory activities for Pradefovir and MB07133 in the Field in the other Party's territory, including responding to reasonable requests by the other Party for additional Regulatory Documentation (and information and clinical data contained therein) related to Pradefovir or MB07133.

(b) To the extent permitted by the applicable Regulatory Authority, Chiva shall allow representatives of Ligand to participate in any material scheduled conference calls and meetings between Chiva and the Regulatory Authority. If Ligand elects not to participate in such calls or meetings, Chiva shall keep Ligand reasonably apprised of the discussions between Chiva and the Regulatory Authority that take place during such calls or meetings.

(c) Chiva shall permit Ligand to access, and shall provide Ligand with rights to reference and/or use in association with Pradefovir or MB07133, all of its, its Affiliates', and its licensees' or sublicensees' Regulatory Documentation (and information and clinical data contained therein) related to Pradefovir or MB07133.

(d) Chiva shall be responsible for ensuring, at its sole expense, that the Development and commercialization of all Licensed Products in its applicable territory are in compliance with applicable Laws in all material respects, including all rules and regulations promulgated by applicable Regulatory Authorities. Specifically and without limiting the foregoing, Chiva shall file all compliance filings, certificates and safety reporting for the Licensed Products at its sole expense in its applicable territory.

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

ARTICLE 6
INTELLECTUAL PROPERTY

6.1 Patent Maintenance and Prosecution.

(a) Ligand shall, at [* * *], and [* * *], Prosecute the Licensed Patents that are Controlled by Ligand; *provided* that, Ligand shall make available to Chiva copies of material correspondence with any patent office regarding the Licensed Patents to the extent they relate to Licensed Products. [* * *]. In the event that Ligand decides to cease activities relating to Prosecuting any Licensed Patent, Ligand shall provide written notice thereof to Chiva and, prior to taking action that would result in the abandonment of any such Patent, Ligand shall engage in good faith discussions with Chiva, such discussions to occur at least [* * *] prior to the date when government rights would be lost as a consequence of abandonment of such Patent.

(b) Chiva shall, at Chiva's sole cost and expense, and in its sole discretion, Prosecute any Patents covering Improvements. In the event that Chiva decides to cease activities relating to Prosecuting any such Patents, Chiva shall provide written notice thereof to Ligand and, prior to taking action that would result in the abandonment of any Patent covering such Improvement, Chiva shall engage in good faith discussions with Ligand, such discussions to occur at least [* * *] prior to the date when government rights would be lost as a consequence of abandonment of such Patent.

6.2 Patent Enforcement and Defense.

(a) Notification. Each Party shall notify the other Party of any infringement of any of the Licensed Patents by a Third Party in the HepB Field, HCC Field and HepC Field, as the case may be, which becomes known to such Party, and of any claim of infringement by a Third Party that the activities of a Party infringe patent rights of such Third Party.

(b) Licensed Patents. As between the Parties, Ligand shall have the first right, but not an obligation, to initiate, maintain and control, at Ligand's expense, legal action against any infringement of the Licensed Patents by a Third Party in the HepB Field, HCC Field or HepC Field, as the case may be. In the event that Ligand initiates legal action against infringement of the Licensed Patents by a Third Party in the HepB Field, HCC Field or HepC Field, as the case may be, Ligand shall notify Chiva in writing. Thereafter, Chiva shall have a right, in Chiva's sole discretion and, notwithstanding **Section 6.3**, at Chiva's expense, to join or otherwise participate or not to join or otherwise participate in such legal action with legal counsel selected by Chiva. Any recovery received by Ligand from legal action initiated pursuant to this **Section 6.2(b),** whether by judgment, award, decree or settlement, shall be used first to reimburse Ligand for Ligand's out-of-pocket costs and expenses actually incurred in pursuing

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

such legal action, and second to reimburse Chiva for Chiva's costs and expenses actually incurred in connection with such legal action. The remainder of any recovery or distribution received by Ligand under this **Section 6.2(b)**, after reimbursement of costs and expenses of Ligand and Chiva, shall be [* * *].

6.3 Cooperation. In any suit, proceeding or dispute involving the infringement of any of the Licensed Patents in the HepB Field, HCC Field or HepC Field, as the case may be, the Parties shall provide each other with reasonable cooperation, and, upon the request and at the expense of the Party bringing suit, the other Party shall make available to the Party bringing suit, at reasonable times and under appropriate conditions, all relevant personnel, records, papers, information, samples, specimens, and the like in its possession. Notwithstanding any other provision of this **ARTICLE 6**, [* * *].

ARTICLE 7
CONFIDENTIALITY

7.1 Confidentiality Obligations. Each Party agrees that, during the Term and for [* * *] thereafter, all Confidential Information of the other Party shall be maintained in strict confidence, and shall not be used for any purpose other than the purposes expressly permitted by this Agreement, and shall not be disclosed to any Third Party. The foregoing obligations will not apply to any portion of Confidential Information to the extent that it can be established by competent proof that such portion:

(a) was already known to the recipient as evidenced by its written records, other than under an obligation of confidentiality, at the time of disclosure;

(b) was generally available to the public or was otherwise part of the public domain at the time of its disclosure to the recipient;

(c) became generally available to the public or otherwise becomes part of the public domain after its disclosure and other than through any act or omission of the recipient in breach of this Agreement; or

(d) was subsequently lawfully disclosed to the recipient by a Third Party other than in contravention of a confidentiality obligation of such Third Party to the disclosing party.

7.2 Permitted Usage. Each Party may use and disclose Confidential Information of the other Party as follows: (a) under appropriate confidentiality provisions no less restrictive than those in this Agreement, in connection with the performance of its obligations or exercise of rights granted to or retained by such Party in this Agreement; (b) in connection with the Prosecution or

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

enforcement of Licensed Patents or Improvements, in accordance with this Agreement; or (c) in connection with prosecuting or defending litigation, complying with applicable governmental regulations, filing for, obtaining and maintaining Regulatory Approvals, or as otherwise required by Law, but provided that if a Party is required by Law to make any disclosure of the other Party's Confidential Information, it will give reasonable advance notice to the other Party of such disclosure requirement, it will disclose only for the sole purpose of and solely to the extent required by such Law, and it will use its reasonable efforts to secure confidential treatment of such Confidential Information required to be disclosed.

7.3 Terms of Agreement. The terms of this Agreement shall be Confidential Information of both Parties, and subject to the terms of this **ARTICLE 7**. Notwithstanding the foregoing, either Party may make a disclosure of terms of this Agreement (i) to any financial advisors, accountants, potential sublicensees, investors, or potential acquirers, (ii) if required by applicable Law, or (iii) as otherwise permitted pursuant to **Section 7.4**. Except as otherwise permitted for disclosures pursuant to **Section 7.4**, the disclosing Party shall use all commercially reasonable efforts to preserve the confidentiality of this Agreement and the terms thereof notwithstanding any required disclosure. A Party will give the other Party written notice of any required disclosure under (ii) above, which notice shall, to the extent reasonably practicable, be given a reasonable period of time in advance of such required disclosure. In the event either Party is required to file this Agreement with the U.S. Securities and Exchange Commission or any comparable Chinese or other non-U.S. Governmental Entity, such Party shall apply for confidential treatment of this Agreement to the fullest extent permitted by applicable Law, shall provide the other Party a copy of the confidential treatment request far enough in advance of its filing to give the other Party a meaningful opportunity to comment thereon, and shall incorporate in such confidential treatment request any reasonable comments of the other Party.

7.4 Public Announcements. The Parties will mutually agree on a press release to be issued upon execution of this Agreement or reasonably soon thereafter. Neither Party shall make any subsequent public announcement concerning this Agreement or the terms hereof not previously made public without the prior written approval of the other Party with regard to the form, content, and precise timing of such announcement, except as may be required to be made by either Party in order to comply with applicable Law, regulations, court orders, or tax, securities filings, financing arrangements, acquisitions, or sublicenses. Such consent shall not be unreasonably withheld or delayed by such other Party. Prior to any such public announcement, the Party wishing to make the announcement will submit a draft of the proposed announcement to the other Party in sufficient time to enable such other Party to consider and comment thereon.

7.5 Cooperation. In any suit, proceeding or dispute involving the infringement of any of the Licensed Patents in the HepB Field, HCC Field or HepC Field, as the case may be, the Parties shall provide each other with reasonable cooperation, and, upon the request and at the expense of the Party bringing suit, the other Party shall make available to the Party bringing suit, at reasonable times and under appropriate conditions, all relevant personnel, records, papers, information, samples, specimens, and the like in its possession. Notwithstanding any other provision of this **ARTICLE 6**, [* * *].

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

ARTICLE 8
REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 General. Each Party represents and warrants to the other that:

(a) it is duly organized and validly existing under the Law of the jurisdiction of its incorporation, and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) it is qualified to do business and is in good standing in each jurisdiction in which it conducts business;

(c) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the individual executing this Agreement on its behalf has been duly authorized to do so by all requisite corporate action;

(d) this Agreement is legally binding upon it and enforceable in accordance with its terms and the execution, delivery and performance of this Agreement by it does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material Law; and

(e) it is not aware of any action, suit or inquiry or investigation instituted by any Person which questions or threatens the validity of this Agreement.

8.2 Representations of Ligand.

(a) Ligand owns the Licensed Compounds/Products/Technology as of the Effective Date. There are no adverse actions, suits, or claims pending or to the knowledge of Ligand, threatened against Ligand in any court or by or before any governmental body or agency with respect to the Licensed Compounds/Products/Technology and, to the actual knowledge of Ligand, there are no Third Party patents which would reasonably be expected to give rise to such actions, suits or claims.

(b) Ligand has not initiated or been involved in any proceedings or claims in which it alleges that any Third Party is or was infringing or misappropriating the Licensed Technology, nor have any proceedings been threatened by Ligand, nor to the knowledge of Ligand is there any valid basis for any such proceeding.

(c) Ligand has not granted a license for HepB Compounds/Products pursuant to section 2.1, HCC Compounds/Products pursuant to section 2.2 to any Third Party or Affiliate in China that would prevent Chiva from exercising its rights under this Agreement.

8.3 Covenants of Ligand. Ligand covenants that it will not, during the Term, undertake any obligation, or grant any right, license, interest or lien, that conflicts with its obligations, or the rights and licenses granted to Chiva, under the terms of this Agreement, or impairs the rights granted by Ligand to Chiva under the terms of this Agreement.

8.4 Disclaimer. EXCEPT AS PROVIDED IN THIS **ARTICLE 8**, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES AND CONDITIONS OF THE VALIDITY OF THE LICENSED PATENTS OR NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. THIS **SECTION 8.3** SHALL NOT BE CONSTRUED TO LIMIT EITHER PARTY'S OBLIGATIONS UNDER **ARTICLE 9**.

ARTICLE 9
INDEMNIFICATION

9.1 Indemnification by Chiva. Chiva shall indemnify, defend and hold Ligand and its Affiliates, agents, employees, officers, and directors (the "Ligand Indemnitees") harmless from and against any and all liability, damage, loss, cost, or expense (including without limitation reasonable attorneys' fees) arising out of Third Party claims or suits related to: (a) breach by Chiva of any of its representations, warranties, or covenants under this Agreement; (b) the negligence or willful misconduct of Chiva or its Affiliates, and its or their directors, officers, agents, employees, or consultants; and (c) any exploitation by, or under the authority of, Chiva of the licenses granted under **Sections 2.1**, **2.2**, and **2.3** (including by any Affiliate or sublicensee); *provided*, *however*, that Chiva' obligations pursuant to this **Section 9.1** will not apply to the extent such claims or suits result from the negligence or willful misconduct of any of the Ligand Indemnitees or breach by Ligand of its representations, warranties, or covenants set forth in this Agreement, or to the extent that Ligand has indemnification obligations with respect to such claims or suits under **Section 9.2**.

9.2 Indemnification by Ligand. Ligand shall indemnify, defend, and hold Chiva and its Affiliates, sublicensees, agents, employees, officers, and directors (the "Chiva Indemnitees") harmless from and against any and all liability, damage, loss, cost, or expense (including without limitation reasonable attorneys' fees) arising out of Third Party claims or suits related to breach by Ligand of any of its representations, warranties, or covenants under this Agreement; *provided*, *however*, that Ligand's obligations pursuant to this **Section 9.2** will not apply to the extent such claims or suits result from the negligence or willful misconduct of any of the Chiva Indemnitees or breach by Chiva of its representations, warranties, or covenants set forth in this Agreement, or to the extent that Chiva has indemnification obligations with respect to such claims or suits under **Section 9.1**.

9.3 Procedure. As a condition to a Party's right to receive indemnification under **Section 9.1** or **Section 9.2**, it shall: (a) promptly deliver notice in writing (a "Claim Notice") to the other Party as soon as it becomes aware of a claim or suit for which indemnification may be sought pursuant to **Section 9.1** or **Section 9.2** (provided that the failure to give a Claim Notice promptly shall not prejudice the rights of an indemnified Party except to the extent that the failure to give prompt notice materially adversely affects the ability of the indemnifying Party to defend the claim or suit); (b) cooperate with the indemnifying Party in the defense of such claim or suit, at the expense of the indemnifying Party; and (c) if the indemnifying Party confirms in writing to the indemnified Party its intention to defend such claim or suit within [* * *] after receipt of the Claim Notice, permit the indemnifying Party to control the defense of such claim or suit, including without limitation the right to select defense counsel; *provided* that, if the indemnifying Party fails to (i) provide such confirmation in writing within such [* * *] period or (ii) after providing such confirmation, diligently and reasonably defend such suit or claim at any time, the indemnifying Party's right to defend the claim or suit shall terminate immediately in the case of (i) and otherwise upon [* * *] written notice by the indemnified Party to the indemnifying Party, and the indemnified Party may assume the defense of such claim or suit at the sole expense of the indemnifying Party but may not settle or compromise such claim or suit without the consent of the indemnifying Party, not to be unreasonably withheld or delayed. In no event, however, may the indemnifying Party compromise or settle any claim or suit in a manner which admits fault or negligence on the part of any indemnified Party or that otherwise materially affects such indemnified Party's rights under this Agreement or requires any payment by an indemnified Party without the prior written consent of such indemnified Party. Except as expressly provided above, the indemnifying Party will have no liability under this **ARTICLE 9** with respect to claims or suits settled or compromised without its prior written consent.

ARTICLE 10
LIMITATION OF LIABILITY

10.1 EXCEPT FOR ANY LIABILITY THAT IS THE CONSEQUENCE OF WILLFUL MISCONDUCT OF A PARTY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING LOST OR ANTICIPATED REVENUES OR PROFITS RELATING TO THE SAME), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER SUCH CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. THIS **ARTICLE 10** SHALL NOT BE CONSTRUED TO LIMIT EITHER PARTY'S OBLIGATIONS UNDER **ARTICLE 9**. P-n ol

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

ARTICLE 11
TERM AND TERMINATION

11.1 Term. Unless terminated earlier pursuant to **Section 11.2**, the term of this Agreement shall commence on the Effective Date and continue in full force and effect until, and terminate upon, the expiration, lapse or invalidation of the last to expire of the Licensed Patents (the "Term").

11.2 Termination.

(a) For Convenience. Any provision herein notwithstanding, Chiva shall have the right to terminate this Agreement in its entirety at will upon ninety (90) days prior written notice to Ligand.

(b) For Material Breach. If either Party shall at any time breach any material term, condition or agreement herein, and shall fail to have initiated and actively pursued remedy of any such default or breach within sixty (60) days after receipt of written notice thereof by the other Party, that other Party may, at its option, terminate this Agreement and revoke any rights and licenses herein. Any termination of this Agreement under this **Section 11.2(b)** shall not, however, prejudice the right of the Party who terminates this Agreement to recover any payment due at the time of such cancellation, and it being understood that if within sixty (60) days after receipt of any such notice the breaching Party shall have initiated and actively pursued remedy of its default, then the rights and licenses herein granted shall remain in force as if no breach or default had occurred on the part of the breaching Party, unless such breach or default is not in fact remedied within sixty (60) days of such notice.

11.3 Effect of Termination/Expiration.

(a) Rights and Obligations Upon Expiration. Upon expiration (but not earlier termination) of this Agreement, all rights and licenses granted by Ligand to Chiva hereunder that were in effect immediately prior to the effective date of such expiration shall become irrevocable, perpetual and fully-paid.

(b) Rights and Obligations Upon Termination. As of the effective date of a termination (but not expiration) of this Agreement for any reason, this Agreement and all rights and licenses granted to Chiva under **Sections 2.1, 2.2**, and **2.3** shall terminate and all rights in the Licensed Technology shall revert to Ligand; (ii) Chiva shall return to Ligand the Licensed Know-How and shall transfer to Ligand all then-existing Regulatory Documentation; and (iii) each Party shall return to the other Party and cease using all Confidential Information of the other; *provided* that each Party may retain one (1) copy of such Confidential Information for archival purposes.

(c) Accrued Rights. Termination or expiration of this Agreement for any reason will be without prejudice to any rights that will have accrued to the benefit of a Party prior to such termination or expiration. Such termination or expiration will not relieve a Party from accrued payment obligations or from obligations which are expressly indicated to survive termination or expiration of this Agreement.

(d) Survival. Articles 1, 7, 9, 10 and 12, and Sections 4.11 and 11.3 shall survive the expiration and any termination of this Agreement. Except as otherwise provided in this **Section 11.3**, all other provisions of this Agreement shall terminate upon the expiration or termination of this Agreement.

ARTICLE 12
GENERAL PROVISIONS

12.1 Entire Agreement. The Parties acknowledge that this Agreement, together with the exhibits attached hereto, sets forth the entire agreement and understanding of the Parties as to the subject matter hereof, and supersedes all prior and contemporaneous discussions, agreements and writings in respect hereto. No waiver, modification, amendment or alteration of any provision of this Agreement will be valid or effective unless made in writing and signed by each of the Parties.

12.2 Modification; Waiver. This Agreement may not be altered, amended or modified in any way except by a writing signed by both Parties. The failure of a Party to enforce any rights or provisions of the Agreement shall not be construed to be a waiver of such rights or provisions, or a waiver by such Party to thereafter enforce such rights or provision or any other rights or provisions hereunder. No waiver shall be effective unless made in writing and signed by the waiving Party.

12.3 Further Assurances. Each Party agrees to execute, acknowledge, and deliver such further instruments and to do all such other acts as may be necessary or appropriate in order to carry out the express provisions of this Agreement.

12.4 Force Majeure. Neither Party shall be held responsible for any delay or failure in performance hereunder caused by strikes, embargoes, unexpected government requirements, civil or military authorities, acts of God, earthquake, or by the public enemy or other causes reasonably beyond such Party's control and without such Party's fault or negligence; *provided* that the affected Party notifies the unaffected Party as soon as reasonably possible, and resumes performance hereunder as soon as reasonably possible following cessation of such force majeure event; and provided further that no such delay or failure in performance shall continue for more than [* * *]. In the event that a delay or failure in performance by Chiva under this **Section 12.4** continues longer than [* * *], then Ligand may terminate this Agreement in accordance with the terms and conditions of **Section 11.2(b)**.

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

12.5 Assignments. Neither this Agreement nor any interest hereunder may be assigned, nor any other obligation delegated, by a Party without the prior written consent of the other Party; *provided*, *however*, that a Party shall have the right to assign this Agreement without consent of the other Party to an Affiliate of the assigning Party or to any successor in interest to the assigning Party by operation of law, merger, consolidation, or other business reorganization or the sale of all or substantially all of its assets relating to the subject matter of this Agreement in a manner such that the assigning Party will remain liable and responsible for the performance and observance of all of its duties and obligations hereunder. This Agreement shall be binding upon successors and permitted assigns of the Parties. Any assignment not in accordance with this **Section 12.4** will be null and void.

12.6 Performance by Affiliates. The Parties recognize that each may perform some or all of its obligations under this Agreement through Affiliates or may exercise some or all of its rights under this Agreement through Affiliates, *provided*, *however*, that each Party shall remain responsible and be guarantor of the performance by its Affiliates and shall cause its Affiliates to comply with the provisions of this Agreement in connection with such performance. In particular and without limitation, all Affiliates of a Party that receive Confidential Information of the other Party pursuant to this Agreement shall be governed and bound by all obligations set forth in **ARTICLE 7**. Each Party will prohibit all of its Affiliates from taking any action that such Party is prohibited from taking under this Agreement as if such Affiliates were parties to this Agreement.

12.7 Relationship of the Parties. The Parties shall perform their obligations under this Agreement as independent contractors and nothing in this Agreement is intended or will be deemed to constitute a partnership, agency or employer-employee relationship between the Parties. Neither Party will have any right, power or authority to assume, create, or incur any expense, liability, or obligation, express or implied, on behalf of the other.

12.8 No Use of Names. Except as otherwise required under applicable Law, or as otherwise permitted under **Section 7.4**, neither Party will use the name of the other Party in its advertising, press releases or promotional materials without the prior written consent of such other Party.

12.9 Notices. Any notice, request, delivery, approval or consent required or permitted to be given under this Agreement will be in writing and will be deemed to have been sufficiently given if delivered in person, transmitted by facsimile (receipt verified) or by express courier service (signature required) or five (5) days after it was sent by registered letter, return receipt requested (or its equivalent); *provided* that no postal strike or other disruption is then in effect or comes into effect within two (2) days after such mailing, to the Party to which it is directed at its address or facsimile number shown below or such other address or facsimile number as such Party will have last given by notice to the other Party.

If to Ligand:

Ligand Pharmaceuticals Incorporated
11085 North Torrey Pines Road, Suite 300
La Jolla, CA, 92037
Attention: General Counsel
Fax: (858) 550-7272

With a copy to (which shall not constitute notice hereunder):

:	Latham & Watkins LLP 12626 High Bluff Drive, Suite 400 San Diego, CA, 92130 Attention: Faye H. Russell, Esq. Fax: (858) 523-5450
If to Chiva:	Chiva Pharmaceuticals, Inc. c/o 22nd Floor, Hang Lung Centre, 2-20 Paterson Street, Causeway Bay, Hong Kong Attention: Legal Counsel Fax: (852) 2577 3509

12.10 Governing Law. The rights and obligations of the Parties under this Agreement shall be governed, and shall be interpreted, construed, and enforced, in all respects by the Law of the State of California, without giving effect to any conflict of Law rule that would result in the application of the Law of any jurisdiction other than the internal Law of the State of California to the rights and duties of the Parties.

12.11 Dispute Resolution. The Parties agree that the procedures set forth in this **Section 12.11** shall be the exclusive mechanism for resolving any bona fide disputes, controversies or claims (collectively, "Disputes") between the Parties that arise from time to time pursuant to this Agreement relating to any Party's rights and/or obligations hereunder that cannot be resolved through good faith negotiation between the Parties.

(a) Executive Mediation. Any Dispute shall first be referred to an Executive from each Party for attempted resolution by good faith negotiations. Any such Dispute shall be submitted to such Executives no later than [* * *] following such request by either Party. Such Executives shall attempt in good faith to resolve any such Dispute [* * *] after submission of the Dispute. In the event the Executives are unable to resolve the Dispute, the Parties shall otherwise negotiate in good faith and use reasonable efforts to settle.

(b) Arbitration. If the Parties are not able to fully settle a Dispute pursuant to **Section 12.11(a)** above, and a Party wishes to pursue the matter, each such Dispute that is not an Excluded Claim shall be finally resolved by binding arbitration in accordance with the Commercial Arbitration Rules and Supplementary Procedures for Large Complex Disputes of the American Arbitration Association ("AAA"), and judgment on the arbitration award may be entered in any court having jurisdiction thereof.

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

(1) The arbitration shall be conducted by a panel of three persons experienced in the pharmaceutical business: within [* * *] after initiation of arbitration, each Party shall select one person to act as arbitrator and the two Party-selected arbitrators shall select a third arbitrator within [* * *] of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be appointed by the AAA. The place of arbitration shall be [* * *], and all proceedings and communications shall be in English.

(2) Either Party may apply to the arbitrators for interim injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any injunctive or provisional relief necessary to protect the rights or property of that Party pending the arbitration award. The arbitrators shall have no authority to award punitive or any other type of damages not measured by a Party's compensatory damages. Each Party shall bear its own costs and expenses and attorneys' fees and [* * *].

(3) Except to the extent necessary to confirm an award or as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of an arbitration without the prior written consent of both Parties. In no event shall an arbitration be initiated after the date when commencement of a legal or equitable proceeding based on the dispute, controversy or claim would be barred by the applicable California statute of limitations.

(c) As used in this Section, the term "Excluded Claim" shall mean a Dispute that concerns (a) the validity or infringement of a patent, trademark or copyright; or (b) any antitrust, anti-monopoly or competition law or regulation, whether or not statutory. For all Excluded Claims, the Parties hereby submit to the exclusive jurisdiction of the courts of the State of California, in and for the County of San Diego, or of the United States of America for the Southern District of California.

12.12 Headings. The article, section and subsection headings contained herein are for the purposes of convenience only and are not intended to define or limit the contents of the articles, sections or subsections to which such headings apply.

12.13 Severability. When possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under Law, but, if any provision of this Agreement is held to be prohibited by or invalid under Law, such provision will be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or of this Agreement. The Parties will make a good faith effort to replace the invalid or unenforceable provision with a valid one which in its economic effect is most consistent with the invalid or unenforceable provision.

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

12.14 Counterparts. This Agreement may be executed in counterparts (including by facsimile or electronic signature), each of which shall be deemed an original and all of which together shall constitute one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals by their duly authorized representatives as of the Effective Date.

LIGAND PHARMACEUTICALS INCORPORATED

("Ligand")

By: /s/ Charles Berkman
Name: Charles Berkman
Title: Vice President, General Counsel & Secretary

CHIVA PHARMACEUTICALS, INC.
(formerly, Elite Mind Investments Ltd.)

("Chiva")

By: /s/ Zhigian (David) Xi
Name: Zhigian (David) Xi
Title: Chief Executive Officer

EXHIBIT A

[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

EXHIBIT B

[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

EXHIBIT C

(Form of Stock Purchase Agreement to be inserted here)

Schedule 1.31

HepDirect Patents

[* * *]				
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
		[* * *]		
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

[* * *]				
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

[* * *]				
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

[* * *]				
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

[* * *]				
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

[* * *]

[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
		[* * *]		
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

[* * *]				
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
		[* * *]		
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

[* * *]				
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

[* * *]				
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Schedule 1.48

MB07133 Patents

[* * *]				
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
		[* * *]		
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

[* * *]				
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

[* * *]				
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
		[* * *]		
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

[* * *]				
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

[* * *]				
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

[* * *]				
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Schedule 1.58

Pradefovir Patents

[* * *]				
[* * *]	[* * *]	[* * *] [* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

[* * *]				
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

[* * *]				
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
		[* * *]		
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

[* * *]				
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]
[* * *]	[* * *]	[* * *]	[* * *]	[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Schedule 5.1

For each of Pradefovir and MB07133:

[* * *]

*** Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions.

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO EXCHANGE ACT RULE 13a-14(a)/15d-14(a)
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, John L. Higgins, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Ligand Pharmaceuticals Incorporated;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 10, 2011

/s/ John L. Higgins

John L. Higgins
President, Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO EXCHANGE ACT RULE 13a-14(a)/15d-14(a)
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, John P. Sharp, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Ligand Pharmaceuticals Incorporated;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 10, 2011

/s/ John P. Sharp

John P. Sharp
Vice President, Finance and Chief Financial Officer
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION BY PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

In connection with the accompanying Quarterly Report on Form 10-Q of Ligand Pharmaceuticals Incorporated (the "Company") for the quarter ended March 31, 2011, I, John L. Higgins, President, Chief Executive Officer and Director of the Company, hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge and belief, that:

(1) such Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) the information contained in such Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, fairly presents, in all material respects, the financial condition and results of operations of the Company.

The foregoing certification is being furnished solely to accompany such Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, pursuant to 18 U.S.C. Section 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

Date: May 10, 2011

/s/ John L. Higgins

John L. Higgins
President, Chief Executive Officer and Director
(Principal Executive Officer)

Exhibit 32.2

CERTIFICATION BY PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO SECTION 906
OF THE SARBANES-OXLEY ACT OF 2002

In connection with the accompanying Quarterly Report on Form 10-Q of Ligand Pharmaceuticals Incorporated (the "Company") for the quarter ended March 31, 2011, I, John P. Sharp, Vice President, Finance and Chief Financial Officer of the Company, hereby certify pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge and belief, that:

(1) such Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) the information contained in such Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, fairly presents, in all material respects, the financial condition and results of operations of the Company.

The foregoing certification is being furnished solely to accompany such Quarterly Report on Form 10-Q for the quarter ended March 31, 2011, pursuant to 18 U.S.C. Section 1350, and is not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not to be incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

Date: May 10, 2011

/s/ John P. Sharp

John P. Sharp
Vice President, Finance and Chief Financial Officer
(Principal Financial Officer)