

AMENDMENT TO REGISTRATION RIGHTS AGREEMENT

AMONG

KNOPP NEUROSCIENCES INC. ("KNOPP"),

KNOPP BIOSCIENCES, LLC

AND

HOLDERS OF SERIES A PREFERRED STOCK
AND SERIES B PREFERRED STOCK OF KNOPP

AMENDMENT TO REGISTRATION RIGHTS AGREEMENT

This Amendment to Registration Rights Agreement (this "Amendment") is entered into as of the 23rd day of August, 2010 (the "Effective Date"), by and between Knopp Neurosciences Inc., a corporation organized under the laws of the State of Delaware ("Knopp"), the holders of Series A Preferred Stock and Series B Preferred Stock of Knopp (the "Preferred Stockholders") and Knopp Biosciences, LLC, a limited liability company organized under the laws of the State of Delaware ("Holdings").

INTRODUCTION

The Preferred Stockholders and Knopp are parties to that certain Registration Rights Agreement dated as of November 29, 2006 (the "Registration Rights Agreement").

Knopp entered into that certain Merger Agreement dated August 17, 2010 with Holdings and KNS Acquisition Sub Inc. ("Merger Sub"), a wholly owned subsidiary of Holdings, pursuant to which Merger Sub will merge with and into Knopp as the surviving entity (the "Merger").

At the effective time of the Merger, each share of Series A Preferred Stock of Knopp will be exchanged into Class A Preferred Unit of Holdings, and each share of Series B Preferred Stock of Knopp will be exchange into Class B Preferred Unit of Holdings.

The parties hereto desire to amend the Registration Rights Agreement, so that the existing Registration Rights Agreement of Knopp will continue to apply with respect to the shares of Class A Preferred Units and the Class B Preferred Units of Holdings, with the conforming changes.

Holders of a majority of the issued and outstanding shares of Series A Preferred Stock and holders of a majority of the issued and outstanding shares of Series B Preferred Stock have approved this Amendment.

In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Preferred Stockholders, Knopp and Holdings agree as follows:

1. AMENDMENT

Effective immediately after the Merger, the Registration Rights Agreement is hereby amended, so that (a) any reference to "Knopp Neurosciences, Inc." therein is replaced by "Knopp Biosciences, LLC," (b) any reference therein to Series A Preferred Stock is replaced by "Class A Preferred Units," (c) any reference therein to Series B Preferred Stock is replaced by "Class B Preferred Units," (d) any reference therein to Common Stock is replaced by "Common Units," (e) any reference therein to Knopp's stock (or any similar term) is replaced by Holdings' "Units," (f) any reference to Knopp's Board of Directors therein is replaced by Holdings' "Board of Managers"; all of the above, subject to the conforming changes.

2. HOLDINGS' ASSUMPTION OF OBLIGATIONS

Holdings hereby undertake to comply with the terms and conditions of the Registration Rights Agreement as amended herein, subject to the conforming changes.

3. REGISTRATION RIGHTS AGREEMENT TO REMAIN IN EFFECT

Except as specifically set forth herein, the Registration Rights Agreement shall remain in full force and effect.

4. ENTIRE AGREEMENT

The Agreement, as amended by this Amendment, constitutes the entire contract between the parties hereto pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether written or oral, of the parties; and there are no representations, warranties, or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. No supplement, modification, or waiver of the Agreement, as amended herein, shall be binding unless executed in writing by the parties to be bound thereby. There are no third party beneficiaries to this Amendment.

5. GOVERNING LAW


This Amendment will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to its conflict of law rules.

6. COUNTERPARTS

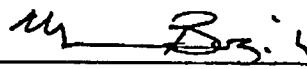
This Amendment may be executed in one or more counterparts, none of which need contain the signatures of both parties, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be executed by their respective officers hereunto duly authorized as of the Effective Date.

KNOPP NEUROSCIENCES INC.

By: 
Name: Michael E. Bozik
Title: President and CEO

KNOPP BIOSCIENCES LLC

By: 
Name: Michael E. Bozik
Title: President and CEO

[Signature Page to Amendment to Registration Rights Agreement]