

**ASSIGNMENT**

---

WHEREAS, WE,

1. **Curtis L. Ruegg, a citizen of the United States, with a correspondence address of 826 Shepard Way, Redwood City, CA 94062; and**
2. **Jacob M. Waugh, a citizen of the United States, with a correspondence address of 555 Bryant St., #817, Palo Alto, CA 94301**

(hereinafter referred to as the ASSIGNORS), have made a discovery or invention entitled:

**METHODS OF TREATMENT FOR CERVICAL DYSTONIA**

for which a Patent Application of the United States:

- ☐ is filed herewith  
☒ was filed on **May 18, 2017**, and accorded Provisional Application No.: **62/508,324**

AND WHEREAS, **Revance Therapeutics, Inc.**, having an office for the transaction of business at **7555 Gateway Blvd, Newark, CA 94560** (hereinafter referred to as ASSIGNEE), is desirous of obtaining the entire right, title and interest in, to and under the invention and in, to and under the Provisional Patent Application, or similar or legal protection, or Letters Patent, to be obtained therefore in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN

Be it known that for valuable consideration by ASSIGNEE to ASSIGNORS, the receipt of which is hereby acknowledged, the ASSIGNORS hereby sell, assign, and transfer to the ASSIGNEE, its successors, legal representatives and assigns, the full and exclusive right, title and interest to the discovery or invention, and any and all inventions described in the above-referenced application, in the United States and its territorial possessions and in all foreign countries and to all Letters Patents or similar legal protection in the United States and its territorial possessions, and in any and all foreign countries to be obtained for the invention by the United States patent application and all applications claiming priority thereto under 35 U.S.C. §119(e), or any related application, continuation, division, renewal, substitute, reissue or reexamination thereof, or any legal equivalent thereof in a foreign country, for the full term or terms for which the same may be granted, and the right to claim priority from the above-referenced application under the Patent Laws of the United States, the International Convention, or any other international agreement or domestic laws of any and all foreign countries.

AND WE HEREBY authorize and request the Director of the United States Patent and Trademark Office, and any Official of any country or countries foreign to the United States of America whose duty it is to issue Letters Patents on applications as aforesaid, to issue all such Letters Patents for the discovery or invention, and any and all inventions described in the above-

referenced application, to the ASSIGNEE, as assignee of the entire right, title and interest in, to and under the same, for the sole use and behalf of the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the entire right, title and interest herein sold, assigned, transferred and set over;

AND WE HEREBY further covenant and agree that the ASSIGNEE, its successors, legal representatives, or assigns, may apply for foreign Letters Patent on the discovery or invention, and any and all inventions described in the above-referenced application, and claim the benefits of the International Convention, and that we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, communicate to the ASSIGNEE, its successors, legal representatives, or assigns, as the case may be, any facts known to us respecting the discovery or invention, and any and all inventions described in the above-referenced application, and execute and deliver any and all lawful papers that may be necessary or desirable to perfect the title to the discovery or invention, and any and all inventions described in the above-referenced application, the applications and the Letters Patent in the ASSIGNEE, its successors, legal representatives and assigns. If reissues of the Letters Patent or disclaimers relating thereto, or divisions, continuations, or refilings of the applications, or any thereof, shall hereafter be desired by the ASSIGNEE, its successors, legal representatives, or assigns, we will, at any time, when called upon to do so by the ASSIGNEE, its successors, legal representatives, or assigns, sign all lawful papers, make all rightful oaths, execute and deliver all such disclaimers and all divisional, continuation and reissue applications so desired, and do all lawful acts requisite for the application for such reissues and the procuring thereof and for the filing of such disclaimers and such applications, and will generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the invention or discovery, and any and all inventions described in the above-referenced application in all countries, and without further compensation but at the expense of the ASSIGNEE, its successors, legal representatives and assigns.

IN TESTIMONY WHEREOF, we sign below with the date opposite our respective signature.

Date: 5/4/18

  
Curtis L. Ruegg

STATE OF )  
 ) SS.:  
COUNTY OF )

On \_\_\_\_\_, 2018, before me personally appeared **Curtis L. Ruegg** personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

(please see attached acknowledgment)  
Notary Public

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

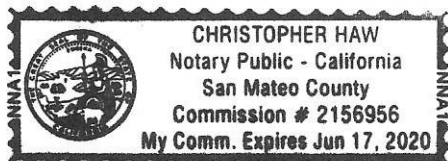
State of California

County of San Mateo

On May 4, 2018 before me, Christopher Haw, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Curtis L. Ruegg  
*Name(s) of Signer(s)*

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



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

WITNESS my hand and official seal.

Signature [Signature]  
*Signature of Notary Public*

*Place Notary Seal and/or Stamp Above*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Patent Assignment

Document Date: 5/4/2018 Number of Pages: 4

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Curtis L. Ruegg

- ☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☒ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian of Conservator  
☐ Other: \_\_\_\_\_  
 Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian of Conservator  
☐ Other: \_\_\_\_\_  
 Signer is Representing: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
**Jacob M. Waugh**

STATE OF                    )  
                                  ) SS.:  
COUNTY OF                )

On \_\_\_\_\_, 2018, before me personally appeared **Jacob M. Waugh** personally known to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

\_\_\_\_\_  
Notary Public

**EXECUTIVE EMPLOYMENT AGREEMENT**  
**for**  
**Jacob Waugh, M.D.**

This Executive Employment Agreement (the “**Agreement**”), made between Revance Therapeutics, Inc. (the “**Company**”) and Jacob Waugh, M.D. (“**Executive**”) (collectively, the “**Parties**”), is effective as of January 13, 2014.

**WHEREAS**, Executive has been performing services for the Company pursuant to the terms of an offer letter from the Company dated November 1, 2003 (the “**Offer Letter**”); and

**WHEREAS**, the Company desires for Executive to continue providing services to the Company, and Executive is willing to continue such employment by the Company, on the amended and restated terms and conditions set forth in this Agreement, which terms shall replace and supersede the terms of the Offer Letter in entirety;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**1. Employment by the Company.**

**1.1 Position.** Executive shall continue to serve as the Company’s Co-Founder and Chief Scientific Officer. During the term of Executive’s employment with the Company, Executive will devote Executive’s best efforts and substantially all of Executive’s business time and attention to the business of the Company, except for approved vacation periods and reasonable periods of illness or other incapacities permitted by the Company’s general employment policies.

**1.2 Duties and Location.** Executive shall continue to perform such duties as are required by the Company’s Chief Executive Officer, to whom Executive will report. Executive’s primary office location is currently the Company’s office located in Newark, California. The Company reserves the right to reasonably require Executive to perform Executive’s duties at places other than Executive’s primary office location from time to time, and to require reasonable business travel. The Company may modify Executive’s job title and duties as it deems necessary and appropriate in light of the Company’s needs and interests from time to time.

**1.3 Policies and Procedures.** The employment relationship between the Parties shall be governed by the general employment policies and practices of the Company, except that when the terms of this Agreement differ from or are in conflict with the Company’s general employment policies or practices, this Agreement shall control.

## **2. Compensation.**

**2.1 Salary.** For services to be rendered hereunder, Executive shall continue to receive a base salary at the rate of three hundred forty-three thousand four hundred and sixty dollars (\$343,460) per year, or in the event of a portion of a year, a pro rata amount of such annual salary (the “**Base Salary**”), subject to standard payroll deductions and withholdings and payable in accordance with the Company’s regular payroll schedule. Executive’s base salary shall be reviewed by the Board of Directors for possible adjustment annually.

**2.2 Bonus.** In 2014, Executive will be eligible for an annual discretionary bonus of up to 40% of Executive’s Base Salary. The annual target bonus percentage, whether Executive receives an annual bonus for any given year, and the amount of any such annual bonus, will be determined by the Board in its sole discretion based upon the Company’s and Executive’s achievement of objectives and milestones to be determined on an annual basis by the Board in consultation with Executive. Bonuses are generally paid by March 15 following the applicable bonus year, and Executive must be an active employee on the date any Annual Bonus is paid in order to earn any such Annual Bonus. Executive will not be eligible for, and will not earn, any Annual Bonus (including a prorated bonus) if Executive’s employment terminates for any reason before the date Annual Bonuses are paid.

**2.3 Standard Company Benefits.** Executive shall continue to be entitled to participate in all employee benefit programs for which Executive is eligible under the terms and conditions of the benefit plans that may be in effect from time to time and provided by the Company to its employees. The Company reserves the right to cancel or change the benefit plans or programs it offers to its employees at any time.

**2.4 Expenses.** The Company will reimburse Executive for reasonable travel, entertainment or other expenses incurred by Executive in furtherance or in connection with the performance of Executive’s duties hereunder, in accordance with the Company’s expense reimbursement policy and requirements of the Internal Revenue Service as in effect from time to time.

**2.5 Equity.** Executive has been granted options to purchase shares of the Company’s Common Stock (the “**Options**”), the terms of which shall continue to be governed in all respects by the governing plan documents, grant notices and stock option agreements. Executive shall be eligible to receive further stock grants and/or stock option awards in the sole discretion of the Board.

**3. Termination of Employment; Severance.** Executive’s employment relationship is at-will. Either Executive or the Company may terminate the employment relationship at any time, with or without cause or advance notice. Executive will be eligible for severance under the Company’s Executive Severance Benefit Plan, adopted by the Board on December 17, 2013 and effective upon the date of the Company’s initial

public offering, as it may be amended from time to time. Prior to the effective date of the Executive Severance Benefit Plan, Executive shall remain eligible for the severance benefits set forth in the Offer Letter, subject to the terms and conditions set forth therein. Upon the effective date of the Executive Severance Benefit Plan, all severance benefits described in the Offer Letter shall cease to have any effect, and Executive's sole right to severance shall be as set forth in the Executive Severance Benefit Plan.

**4. Proprietary Information Obligations.** Executive shall remain bound by the terms of the Employee Proprietary Information and Inventions Agreement that Executive previously executed.

**5. Outside Activities During Employment.**

**5.1 Non-Company Business.** Except with the prior written consent of the Board, Executive will not during the term of Executive's employment with the Company undertake or engage in any other employment, occupation or business enterprise, other than ones in which Executive is a passive investor. Notwithstanding the foregoing, the Company acknowledges that Executive has provided and may continue to provide advisory or consulting services to support the following outside intellectual properties which existed prior to the date of this Agreement: (1) Baylor College of Medicine (gene therapy technology), (2) Stanford University (tissue engineering and vascular biology technologies), and Conservatory (incubator with a reverted Stanford University patent, energy and fuel technologies) (collectively, the "Excluded Services"); in each case to the extent that such Excluded Services do not (a) involve research and/or development of subject matter that conflicts with or is likely to conflict with any clinical or commercial activity of the Company, (b) have a legal or business interest that is adverse to the Company, or (c) interfere with, reduces or otherwise adversely affects Executive's ability to perform full-time work for the Company. Executive may engage in civic and not-for-profit activities so long as such activities do not materially interfere with the performance of Executive's duties hereunder.

**5.2 No Adverse Interests.** Executive agrees not to acquire, assume or participate in, directly or indirectly, any position, investment or interest known to be adverse or antagonistic to the Company, its business or prospects, financial or otherwise.

**6. Dispute Resolution.** To ensure timely and economical resolution of any disputes that may arise in connection with Executive's employment with the Company, as a condition of Executive's employment, Executive and the Company hereby agree that any and all claims, disputes or controversies of any nature whatsoever arising out of, or relating to, this letter, or its interpretation, enforcement, breach, performance or execution, Executive's employment with the Company, or the termination of such employment, shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration conducted before a single arbitrator by JAMS, Inc. ("JAMS") or its successor, under the then applicable JAMS arbitration rules (which can be found at <http://www.jamsadr.com/rules-clauses/>). The arbitration shall take place in the county (or

comparable governmental unit) in which Executive was last employed by the Company, as determined by the arbitrator; provided, however, that if the arbitrator determines there will be an undue hardship to Executive to have the arbitration in such location, the arbitrator will choose an alternative appropriate location. **Executive and the Company each acknowledge that by agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute, claim or demand through a trial by jury or judge or by administrative proceeding.** Executive will have the right to be represented by legal counsel at Executive's expense at any arbitration proceeding. The arbitrator shall: (i) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be available under applicable law in a court proceeding; and (ii) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator's essential findings and conclusions on which the award is based. The arbitrator, and not a court, shall also be authorized to determine whether the provisions of this paragraph apply to a dispute, controversy, or claim sought to be resolved in accordance with these arbitration procedures. The Company shall pay all costs and fees in excess of the amount of court fees that Executive would be required to incur if the dispute were filed or decided in a court of law. Nothing in this Agreement is intended to prevent either Executive or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any arbitration.

## **7. General Provisions.**

**7.1 Notices.** Any notices provided must be in writing and will be deemed effective upon the earlier of personal delivery (including personal delivery by fax) or the next day after sending by overnight carrier, to the Company at its primary office location and to Executive at the address as listed on the Company payroll.

**7.2 Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed and enforced in such jurisdiction to the extent possible in keeping with the intent of the parties.

**7.3 Waiver.** Any waiver of any breach of any provisions of this Agreement must be in writing to be effective, and it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of this Agreement.

**7.4 Complete Agreement.** This Agreement constitutes the entire agreement between Executive and the Company with regard to this subject matter and is the complete, final, and exclusive embodiment of the Parties' agreement with regard to this subject matter. This Agreement is entered into without reliance on any promise or

representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties or representations, including (without limitation) the Offer Letter. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in a writing signed by a duly authorized officer of the Company.

**7.5 Counterparts.** This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, but all of which taken together will constitute one and the same Agreement.

**7.6 Headings.** The headings of the paragraphs hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

**7.7 Successors and Assigns.** This Agreement is intended to bind and inure to the benefit of and be enforceable by Executive and the Company, and their respective successors, assigns, heirs, executors and administrators, except that Executive may not assign any of his duties hereunder and he may not assign any of his rights hereunder without the written consent of the Company, which shall not be withheld unreasonably.

**7.8 Tax Withholding and Indemnification.** All payments and awards contemplated or made pursuant to this Agreement will be subject to withholdings of applicable taxes in compliance with all relevant laws and regulations of all appropriate government authorities. Executive acknowledges and agrees that the Company has neither made any assurances nor any guarantees concerning the tax treatment of any payments or awards contemplated by or made pursuant to this Agreement. Executive has had the opportunity to retain a tax and financial advisor and fully understands the tax and economic consequences of all payments and awards made pursuant to the Agreement.

**7.9 Choice of Law.** All questions concerning the construction, validity and interpretation of this Agreement will be governed by the laws of the State of California.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement on the day and year first written above.

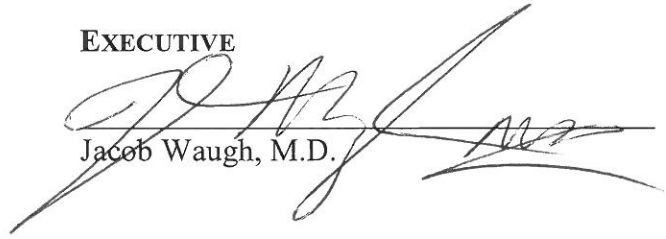
**REVANCE THERAPEUTICS, INC.**

By: \_\_\_\_\_

L. Daniel Browne  
Chief Executive Officer

**EXECUTIVE**

Jacob Waugh, M.D.

A handwritten signature in black ink, appearing to read 'J. Waugh', is written over a horizontal line. The signature is stylized with a large initial 'J' and a long, sweeping horizontal stroke.