

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		04/04/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nitric BioTherapeutics, Inc.		
Street Address:	2 Canal's End Road		
Internal Address:	Suite 201-A		
City:	Bristol		
State/Country:	PENNSYLVANIA		
Postal Code:	19007		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77096177	SOLOVIR	
Serial Number:	78940129	TRANSPORT PHARMACEUTICALS, INC.	
Serial Number:	78943547	SOLOVIR	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5134		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jhannon@kslaw.com		
Correspondent Name:	James M. Hannon		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09642.233005		
NAME OF SUBMITTER:	James M. Hannon		

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 REEL: 004518 FRAME: 0138

Signature:	/James M. Hannon/
Date:	04/08/2011
Total Attachments: 10 source=Release#page1.tif source=Release#page2.tif source=Release#page3.tif source=Release#page4.tif source=Release#page5.tif source=Release#page6.tif source=Release#page7.tif source=Release#page8.tif source=Release#page9.tif source=Release#page10.tif	

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of April 4, 2011, by General Electric Capital Corporation, a Delaware corporation, ("GE Capital"), in favor of Nitric BioTherapeutics, Inc., a Delaware corporation ("Releasee").

WHEREAS, Releasee is party to that certain Security Agreement, dated as of October 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of Transport Pharmaceuticals, Inc., a Delaware corporation ("Transport"), as lender;

WHEREAS pursuant to the terms and conditions of the Security Agreement and the Intellectual Property Security Agreement, dated as of October 30, 2009 (the "IP Security Agreement"), in favor of Transport a security interest (the "Security Interest") was granted by Releasee to Transport in the Intellectual Property Collateral (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office (the "USPTO") against the U.S. registered trademarks and U.S. applications for trademark registration of Releasee at Reel 004090, Frame 0051 on November 3, 2009;

WHEREAS, the IP Security Agreement was recorded with the Assignment Division of the USPTO against the U.S. patents, U.S. patent applications and patent applications filed under the Patent Cooperation Treaty of Releasee at Reel 023456, Frame 0433 on November 3, 2009.

WHEREAS, Transport assigned all of its rights, powers and privileges under the Security Agreement and the IP Security Agreement to GE Capital pursuant to the terms of that certain Assignment of Security Agreement, dated as of October 30, 2009, and that certain Assignment of Intellectual Property Security Agreement, dated as of October 30, 2009 (the "IP Security Assignment");

WHEREAS, the IP Security Assignment was recorded in the Assignment Division of the USPTO against the U.S. registered trademarks and U.S. applications for trademark registration of Releasee at Reel 004090, Frame 0157 on November 3, 2009;

WHEREAS, the IP Security Assignment was recorded in the Assignment Division of the USPTO against the U.S. patents, U.S. patent applications and patent applications filed under the Patent Cooperation Treaty of Releasee at Reel 023456, Frame 0493 on November 3, 2009; and

WHEREAS, GE Capital now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Collateral pursuant to

the Security Agreement and the IP Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, GE Capital hereby states as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and the IP Security Agreement.
2. **Release of Security Interest.** GE Capital hereby terminates, releases, and discharges its Security Interest in the Intellectual Property Collateral including all of Releasee's trade secrets and copyrights referred to on Schedule 1 attached hereto, all of Releasee's trademarks referred to on Schedule 2 attached hereto, all of Releasee's U.S. patents referred to on Schedule 3 attached hereto, all of Releasee's U.S. patent applications referred to on Schedule 4 attached hereto, and all of Releasee's foreign patents and applications filed under the Patent Cooperation Treaty referred to on Schedule 5 attached hereto. Any and all right, title, or interest of GE Capital in such Intellectual Property Collateral and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Intellectual Property Collateral and any and all causes of action which may exist by reason of infringement of the Intellectual Property Collateral, shall hereby cease and become void.
3. **Further Assurances.** GE Capital hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested to effect the release of the Security Interest in the Intellectual Property Collateral contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Lender

By: 

Name: JAY W. PITT

Its: Duly Authorized Signatory

**Schedule 1
to
Termination and Release of Security Interest in Intellectual Property**

None.

**Schedule 2
to
Termination and Release of Security Interest in Intellectual Property**

I. U.S. Registered Trademarks

None.

II. U.S. Trademark Applications for Registration

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
SOLOVIR	77/096,177	1/31/2007
TRANSPORT PHARMACEUTICALS, INC. (& design)	78/940,129	7/28/2006
SOLOVIR	78/943,547	8/2/2006

III. Common Law Trademarks

BREAKING THE BARRIERS OF DERMAL DELIVERY

BIOPHORETIC THERAPEUTIC SYSTEMS

Schedule 3
to
Termination and Release of Security Interest in Intellectual Property

1. US Patent 6,148,231, issued November 14, 2000. This patent contains claims for new patch embodiments, attachable to the device or skin, or merely interposed between the device and the skin. It also contains claims for patch/magnet activation of the device, combinations of patch & device, hydration, wearable thimble and glove embodiments.
2. US patent 6,385,487, issued May 7, 2002. This patent covers non-specific lesions, acne, ionosonics (the combination of iontophoresis and ultrasonics), blemishes and a dual prong style electrode. The Company filed a response October 7, 1999 with a Petition to correct technical errors made by prior patent counsel. The Petition was subsequently granted by the Patent Office. Expanded claims were also added along with all pertinent prior art disclosures.
3. US Patent RE 37,796, issued July 23, 2002 (reissue of US Patent 5,908,401, originally issued June 1, 1999). The reissue application was filed to remove any possible flaws due to the inadvertent omission of an article by the inventor as prior art. The reissue patent contains extensive additional prior art disclosures. The first design of a patch style electrode is also contained in this patent. The original patent was surrendered and the new patent issued
4. US patent 6,477,410, issued November 5, 2002. This patent was part of a larger application, referred to as the omnibus application by the Company was crafted to cover as many iterations of the portable, wireless iontophoretic technology as possible. This is the first issued patent out of the omnibus application. It is the first Transport patent to specifically claim the finger splint design. Divisional applications have been requested by the patent office, and filed, because the original application contains several inventions. An international PCT application was filed in May, 2001.
5. US patent RE 38,341, issued December 9, 2003 (reissue of US patent 5,879,323 issued March 9, 1999). The old patent was surrendered and the new was patent issued. Claims primarily for the treatment of herpes labialis with acyclovir, IUDR and other antiviral drugs delivered by a handheld iontophoresis device have been allowed. Also claims to a handheld pre packaged unit dose of medicament were granted.
6. US patent 6,553,253, issued April 22, 2003. This patent covers dual prong electrodes and includes technology that will allow small dermal patch electrodes to work efficiently even when the positive and negative poles are placed close together. This application also claims AC conversion to DC at the medicament reservoir site for safety when the device is used below the heart.
7. US patent 6,735,470 issued May 11, 2004 (divisional of US patent 6,477,410). Claims for an electrokinetic delivery system for reliably securing to an individuals finger as well as claims for treatment and prevention of bacterial and viral infections of the skin (for

example acne and psoriasis) with various classes and types of compounds. Also discloses a device for the treatment of onychomycosis of nail and toenail.

8. US patent 6,792,306B2 issued September 14, 2004 (CIP of US patent 6,477,410). Claims primarily for the 2 piece finger splint device and disclosures of multichannel capability via the preferred embodiment of a mask.
9. US patent 6,895,271 issued May 17, 2005 (CIP of application number 09/653,992, now abandoned, which is a divisional of US Patent 6,148,231). Claims primarily for a method of treatment by electrokinetic self administration of a medicament to a site for an individual comprising of a device shaped to a finger, having a self contained power source, a first and second electrode and a substrate in electrical contact with the first electrode and an exposed contact surface opposite the first electrode.
10. US patent 7,016,724 issued March 21, 2006 (divisional of US patent 6,792,306B2). Broad claims primarily relating to the touch sensitive switch on the applicator whereby the application of an individuals finger onto the counter electrode can initiate treatment. Claims also written to the applicator and pad containing the medicament.
11. US patent 7,069,073 issued June 27, 2006 (a divisional of US patent 6,735,470) with broad claims written to the device a self contained disposable applicator held against the application site including a least one substance to aid in the treatment prevention of diseases of the skin or mucocutaneous membranes.
12. US Patent 7,127,285 issued October 24, 2006 (CIP of US patent 6,553,253). Claims primarily written to electrokinetic delivery of a medicament via device conformed to the shape of a finger.

Schedule 4
to
Termination and Release of Security Interest in Intellectual Property

1. Application No. 11/228,461 filed September 19, 2005 with claims written to the combination of microneedles, iontophoresis and multichannel.
2. Application No. 11/565,335 filed April 24, 2006 has claims written primarily to the releasable cartridge with prongs for the two piece device.
3. Application No. 11/565,360 filed November 30, 2006 written to combination of the cartridge and the control unit specifically with designs for the pogo, releasing and ejecting features as well as the attachment features.
4. Application No. Application No. 11/236,748 filed September 28, 2005 is a divisional of application No. 10/359,559 which is a CIP of US patent 6,553,253 with claims written to new circuitry designs.
5. Application No. 11/373,301 filed March 13, 2006 is a divisional of US patent 7,016,724 to prosecute restricted claims generally relating to the form of the applicator.
6. Application No. 11/538,249 filed October 3, 2006 is a CIP of application No. 11/228,461 with claims for the delivery of methotrexate in combination with multichannel, iontophoresis and microneedles.
7. Application No. 11/737,466 filed 4/19/2007 with claims written to pharmaceutical formulations for iontophoretic drug delivery (Acyclovir).
8. Application No. 12/052,952 filed 3/21/2008 with claims written to pharmaceutical formulations or iontophoretic delivery utilizing water electrolysis to facilitate drug delivery.
9. Application No. 11/737,568 filed 3/6/2008 with claims written to formulations of methotrexate for iontophoretic drug delivery.
10. Application No. 11/762,966 filed 6/14/2007 with claims written to formulations of tetracycline for iontophoretic drug delivery.
11. Application No. 12/056,802 filed 3/27/2008 with claims written to formulations of terbinafine for iontophoretic drug delivery.
12. Application No. 12/139,936 Utility off of 60/944,126 filed June 16, 2008.
13. Application No. 12/142,234 Utility off of 60/944,907 (June 19, 2007), 60/952,676 (June 30, 2007), 61/040,366 (March 28, 2008).

14. Application No. 12/139,873 Utility off of 60/944,134 (June 15, 2007), 61/033,608 (March 4, 2008).
15. Application No. 61/144,590 filed January 14, 2009 with claims written to a system and method for redistribution of medicaments in iontophoretic applications.
16. Application No. 12/104,515 filed April 17, 2008 and titled Current Density Detection and Control System and Method for an Electrokinetic Delivery of Medicaments
17. Application No. 12/105,764 filed April 18, 2008 and titled Single Use Applicator Cartridge for an Electrokinetic Delivery System and Method for Self Administration of Medicaments
18. Application No. 12/234,071 filed September 19, 2008 and titled Method of Enhancing Iontophoretic Delivery of a Peptide
19. Application No. 61/167,261 filed April 7, 2009

Schedule 5
to
Termination and Release of Security Interest in Intellectual Property

Foreign Patents Issued

1. Australian patent 2001274851 issued November 17, 2005 corresponds to application No. 09/584,138 which is now US patent 6,477,410 and PCT/US01/16069.
2. Mexican patent 232805 issued December 9, 2005 corresponds to application No. 09/584,138 which is now US patent 6,477,410 and PCT/US01/16069.
3. Canadian patent 2,481,955 issued June 6, 2006 corresponds to application 10/117,346 (priority date April 8, 2002) which is now US patent 6,792,306 and PCT/US03/10644.
4. Canadian patent 2,413,806 issued September 19, 2006 corresponds to application No. 09/584,138 which is now US patent 6,477,410 and PCT/US01/16069.
5. Australian patent 225129, issued July 12, 2007. This is a divisional of AU 2001274851 which corresponds to US patent 6,477,410 and PCT/US01/16069.
6. Chinese patent ZL01810379.0 (1287877C) issued December 12, 2006 corresponds to application No. 09/584,138 which is now patent 6,477,410 and PCT/US01/16069.
7. Australian patent 234691 issued November 15, 2007 corresponds to application No. 10/117,346 which is now patent 6,792,306 and PCT/US03/10644.
8. Mexican patent 009827 issued December 7, 2007 corresponds to application No. application 10/117,346 which is now US patent 6,792,306 and PCT/US03/10644.
9. European patent EP1390099 issued March 19, 2008 corresponds to application No. 09/523,217 which is now US patent 6,553,253 and PCT/US01/13431.
10. Japanese patent JP4199457 issued December 17, 2008 corresponds to PCT/US01/16069 and US6,477,410 B1
11. Chinese (Hong Kong) patent 1062414 corresponds to US6,553,253
12. Japanese patent JP4221305 allowed October 30, 2008 corresponds to PCT/US03/10644 and US6792306 (-410 and -253 patents)

Foreign Filings

1. **PCT/US06/36438** International Filing Date September 19, 2006 Based on 11/228,461 (priority date September 19, 2005) Claims to combination of microneedles with iontophoresis and multichannel.

2. **PCT/US06/45720** International Filing Date November 30, 2006. Based on 11/565,360 (priority date November 30, 2005) with claims written to combination of the cartridge and the control unit specifically with designs for the pogo, releasing and ejecting features as well as the attachment features.
3. **PCT/US/06/45719** International Filing Date November 30, 2006 Based on 11/565,335 (priority date November 30, 2005) with claims written primarily to the releasable cartridge with prongs for the two piece device.
4. **PCT/US07/66965** International Filing Date April 19, 2007 Based on 11/737,466 (priority date April 20, 2006).
5. **PCT/US07/66989** International Filing Date April 19, 2007 Based on 11/737,568 (priority date April 20, 2006).
6. **PCT/US07/71194** International Filing Date June 14, 2007 Based on 11/762,966 (priority date of June 16, 2006).
7. **PCT/US07/21226** International Filing Date October 3, 2007 Based on 11/538,249 (priority date of Oct 3, 2006).
8. **PCT/US08/57805** International Filing Date March 21 ,2008 Based on 12/052,952 (priority date of March 22, 2007).
9. **PCT/US08/58427** International Filing Date June 14, 2008 Based on 12/056,802 (priority date of March 30, 2007).
10. **PCT/US08/60798** International Filing Date (prior to April 20, 2008) Based on 60/913,151 (priority date of April 20, 2007).
11. **PCT/US08/60585** International Filing Date (prior to April 17, 2008) Based on 60/912,261 (priority date of April 17, 2007).
12. **PCT/US08/67107** International Filing Date (June 16, 2008) Based on 60/944,126 (priority date of June 16, 2007).
13. **PCT/US08/67482** International Filing Date (June 19, 2008) Based on 60/944,907 (June 19, 2007), 60/952,676 (June 30, 2007), 61/040,366 (March 28, 2008).
14. **PCT/US08/67102** International Filing Date (June 16, 2008) Based on 60/944,134 (June 15, 2007), 61/033,608 (March 4, 2008).

SCHEDULE 5

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY
NYC_IMANAGE-1251624.1

TRADEMARK

RECORDED: 04/08/2011

REEL: 004518 FRAME: 0149