

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
SWK FUNDING LLC		12/17/2013	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	NAUTILUS NEUROSCIENCES, INC.
Street Address:	135 Routes 202/206
City:	BEDMINISTER
State/Country:	NEW JERSEY
Postal Code:	07921
Entity Type:	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 4</b>		
Property Type	Number	Word Mark
Registration Number:	3677383	CAMBIA
Serial Number:	85018072	DBT
Registration Number:	4325964	NAUTILUS
Registration Number:	4304795	NAUTILUS NEUROSCIENCES

<b>CORRESPONDENCE DATA</b>	
Fax Number:	2128087897
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2128087800
Email:	trademarks@kelleydrye.com
Correspondent Name:	Raxak Mahat
Address Line 1:	Kelley Drye & Warren LLP
Address Line 2:	101 Park Avenue
Address Line 4:	New York, NEW YORK 10178

ATTORNEY DOCKET NUMBER:	020361-0006
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OP \$115.00 3677383

NAME OF SUBMITTER:	Raxak Mahat
Signature:	/Raxak Mahat/
Date:	12/18/2013
<b>Total Attachments: 4</b> source=SWK-Nautilus Termination of IP (Executed)#page1.tif source=SWK-Nautilus Termination of IP (Executed)#page2.tif source=SWK-Nautilus Termination of IP (Executed)#page3.tif source=SWK-Nautilus Termination of IP (Executed)#page4.tif	

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

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of December 17, 2013, (this "Termination and Release") is from SWK FUNDING LLC, a Delaware limited liability company, in its capacity as collateral agent (in such capacity, together with its successors and permitted assigns, collectively, the "Agent"), for itself and the Lenders (as defined below), to Nautilus Neurosciences, Inc., a Delaware corporation (the "Grantor" and together with its successors and permitted assigns, the "Grantors").

WITNESSETH:

WHEREAS, pursuant to the (i) Credit Agreement, dated as of December 5, 2012 (including all annexes, exhibits or schedules thereto, and as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Grantor, Agent, and the lenders party thereto (the "Lenders") and (ii) Intellectual Property Security Agreement, dated as of December 5, 2012 (including all annexes, exhibits or schedules thereto, and as amended, restated, supplemented or otherwise modified, the "IP Security Agreement"), by and between the Grantor and the Agent as collateral agent for the Lenders, the Grantor granted to the Agent, for the benefit of the Lenders, a security interest (the "Security Interest") in the IP Collateral and the Intellectual Property (collectively, the "Released Intellectual Property");

WHEREAS, the IP Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office on December 5, 2012 on Reel/Frame No. 4913/0231; and

WHEREAS, Agent now desires to terminate and release the entirety of the Security Interest in the Released Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Agent hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the IP Security Agreement.
2. Release of Security Interest. Agent, on behalf of itself and Lenders, hereby terminates, releases, and discharges the Security Interest in the Released Intellectual Property, including (i) the Trademarks listed in Exhibit 1 attached hereto, (ii) the patent license agreement and the trademark license agreement also listed in Exhibit 1 attached hereto, and (iii) any other IP Collateral. Any and all right, title, or interest of Agent and Lenders in the Released Intellectual Property and all proceeds thereof, including without limitation the goodwill of the business connected with the use of, and symbolized by, the Released Intellectual Property and any and all causes of action which may exist by reason of infringement of the Released Intellectual Property, shall hereby cease and become void.

3. Governing Law. This Termination and Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Intellectual Property by its duly authorized officers as of the date first written above.

SWK FUNDING LLC, as Agent

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

Name: Winston Black

Title: Managing Director

TRADEMARK

REEL: 005176 FRAME: 0359

**Exhibit 1**

**U.S. Trademarks**

	<b>Trademark</b>	<b>Registration Number</b>	<b>Application Number</b>
<b>1.</b>	CAMBIA	3,677,383	77/441,592
<b>2.</b>	DBT	Pending registration	85/018,072
<b>3.</b>	NAUTILUS	4,325,964	85/675,554
<b>4.</b>	NAUTILUS NEUROSCIENCES	4,304,795	85/675,547

**Patent Licenses**

Amended and Restated Sachet License Agreement, dated as of June 25, 2012, by and between APR Applied Pharma Research S.A. and Seller as amended on December 7, 2013 and as amended by Letter Agreement, dated May 1, 2012, as further amended by the Consent to Assignment dated December 6, 2013, and as further amended pursuant to the Amendment to Amended and Restated Sachet License Agreement dated December 7, 2013.

**Trademark Licenses**

Trademark License Agreement, dated, November 9, 2010, by and between Nautilus Neurosciences, Inc. and Tribute Pharmaceuticals Canada Ltd., pursuant to which the trademark CAMBIA has been licensed to Tribute Pharmaceuticals Canada Ltd.