

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kowa Pharmaceuticals America, Inc.		12/17/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Nautilus Neurosciences, Inc.		
Street Address:	1200 ROUTE 22 EAST		
Internal Address:	SUITE 2000		
City:	BRIDGEWATER		
State/Country:	NEW JERSEY		
Postal Code:	08807		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78834230	IMPACT	
Serial Number:	78930847	DBT	
Registration Number:	3677383	CAMBIA	
CORRESPONDENCE DATA			
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:	212-808-7800		
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		
NAME OF SUBMITTER:	Raxak Mahat		

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Signature:	/Raxak Mahat/
Date:	01/08/2014
Total Attachments: 3 source=Termination of IP security#page1.tif source=Termination of IP security#page2.tif source=Termination of IP security#page3.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 Kowa Pharmaceuticals America, Inc., a Delaware corporation (together with its successors and permitted assigns, collectively, "Kowa") 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) Secured Promissory Note, dated November 23, 2009 (as amended, restated, supplemented or otherwise modified, the "Note") made by Grantor to the order of Kowa and (ii) the Intellectual Property Security Agreement, dated as of November 23, 2009 (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 Kowa, the Grantor granted to Kowa a security interest (the "Security Interest") in the Intellectual Property Collateral;

WHEREAS, the IP Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office on December 3, 2009 on Reel/Frame No. 004107/0628; and

WHEREAS, Agent desires to terminate and release the entirety of the Security Interest in the Intellectual Property Collateral since all the Obligations of the Grantor under the Note have been paid in full and are no longer outstanding.

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, Kowa 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. Kowa hereby terminates, releases, and discharges the Security Interest in the Intellectual Property Collateral, including the Trademarks listed in Exhibit 1 attached hereto. Any and all right, title, or interest of Kowa in the 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. 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 giving regard to any conflict of laws provision that would cause the application of the laws of any jurisdiction other than the State of New York.

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.

**KOWA PHARMACEUTICALS AMERICA,
INC.**

By:  _____

Name: Benjamin Stakely

Title: Chief Executive Officer

Exhibit 1 - Trademarks

Trademark	Serial Number	Registration Number
IMPACT	78/834230	Not applicable
DBT	78/930847	Not applicable
CAMBIA	77/441592	3,677,383