

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meda AB		05/11/2016	Corporation: SWEDEN
RECEIVING PARTY DATA			
Name:	BioDelivery Sciences International, Inc.		
Street Address:	4131 Parklake Avenue, Suite 225		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3723904	ONSOLIS	
Registration Number:	3803937		
CORRESPONDENCE DATA			
Fax Number:	9198618913		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9198618903		
Email:	mtepper@teiplaw.com		
Correspondent Name:	Maury M. Tepper, III		
Address Line 1:	3724 Benson Drive		
Address Line 4:	Raleigh, NORTH CAROLINA 27609		
NAME OF SUBMITTER:	Maury M. Tepper, III		
SIGNATURE:	/Maury M. Tepper, III/		
DATE SIGNED:	06/08/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“Assignment”) is entered into as of May 11, 2016, by and between BioDelivery Sciences International, Inc., a Delaware corporation with an office at 4131 Parklake Avenue, Suite 225, Raleigh, North Carolina 27612 USA (“**Parent**”), its wholly-owned subsidiary Arius Pharmaceuticals, Inc., a Delaware corporation with an office at the same address (“**Arius**”, and together with Parent, “**BDSI**”), and Meda AB, a Swedish corporation with its principal office at Pipers väg 2 A, SE-170 09, Solna, Sweden (“**Meda**”). BDSI and Meda are sometimes referred to collectively herein as the “**Parties**” or singly as a “**Party**.” All capitalized terms used but not otherwise defined in this Assignment shall have the meanings set forth in that certain Termination and Revenue-Sharing Agreement dated as of May 11, 2016 by and between the Parties (the “**Termination Agreement**”).

RECITALS

WHEREAS, pursuant to the Termination Agreement, Meda sold, assigned, transferred, conveyed and delivered the Meda Product Assets to Parent;

WHEREAS, Meda is the owner of the registered and pending trademarks listed on **Exhibit A** annexed hereto and made a part hereof, which are part of the Meda Product Assets (the “**Product Marks**”), together with all goodwill represented and symbolized by the Product Marks in the Territory (the “**Assigned Goodwill**”); and

WHEREAS, Meda desires, by its execution and delivery of this Assignment, to evidence the assignment of Meda’s title to the Product Marks, together with the Assigned Goodwill, to Parent, pursuant to the Termination Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Meda hereby sells, assigns, transfers, conveys and delivers to Parent (and its successors and assigns), as purchaser of the Assets, all of Meda’s entire right, title and interest in, to and under the Product Marks and the Assigned Goodwill in the Territory, and the right to sue and recover for damages for future infringement of the Product Marks and the Assigned Goodwill in the Territory.
2. Meda further authorizes Parent and the Commissioner of Patents and Trademarks of the United States of America to record Parent as the assignee and owner of the Product Marks.
3. Meda will cooperate with Parent in executing and/or filing documents with the U.S. Patent and Trademark Office (the “**PTO**”) in order to record this Assignment with the PTO, and to record Parent as the assignee and owner of the Product Marks in the Territory. Without limiting the above, Meda shall complete and execute, in the presence of a notary public, and deliver any document reasonably requested by Parent in order to more fully and effectively effectuate the purposes of this Assignment.

4. All of the terms and provisions of this Assignment shall be binding upon Meda and its successors and assigns and shall inure to the benefit of Parent and its successors and assigns.

5. This Assignment is executed for the purpose of evidencing and confirming the transfer of the Product Marks and Assigned Goodwill from Meda to Parent as provided in the Termination Agreement. Nothing contained in this Assignment is intended to modify any of the provisions of the Termination Agreement as they relate to the Product Marks and Assigned Goodwill, including any of the representations, warranties, covenants or indemnities set forth in the Termination Agreement. In the event of any conflict between this Assignment and the Termination Agreement, the Termination Agreement controls.

6. This Assignment shall be governed by, interpreted and construed, and all claims and disputes, whether in tort, contract or otherwise be resolved in accordance with the substantive laws of the State of New York without reference to any rules of conflict of laws.

7. Nothing in this Assignment, express or implied, is intended to confer upon any Third Party (other than a permitted successor or assign of a Party hereto) any rights, remedies, obligations or liabilities.

8. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart signature page of this Assignment by facsimile transmission shall be as effective as delivery of a manually executed signature page.

[Remainder of this Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this TRADEMARK ASSIGNMENT as of the date first written above.

ARIUS PHARMACEUTICALS, INC.

By: [Signature]
Name: MARK A. SIRAO
Title: PRESIDENT & CEO

BIODELIVERY SCIENCES INTERNATIONAL, INC.

By: [Signature]
Name: MARK A. SIRAO
Title: PRESIDENT & CEO

MEDA AB

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this TRADEMARK ASSIGNMENT
as of the date first written above.

ARIUS PHARMACEUTICALS, INC.

By: _____
Name: _____
Title: _____

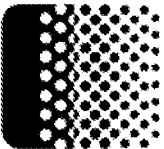
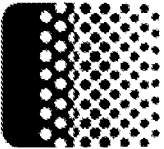
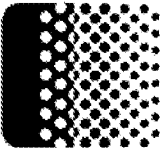
BIODELIVERY SCIENCES INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

MEDA AB

By: _____
Name: *Dr. J. G. Thomas Diecks*
Title: *CEO*

**Exhibit A
Product Marks**

Mark	Country	App./Reg. Number	Appl./Reg. Date
ONSOLIS	U.S.	78/953589 3723904	8/16/2006 12/8/2009
ONSOLIS LOGO 	U.S.	77/565249 3803937	9/9/2008 6/15/2010
ONSOLIS	Canada	1401208 TMA814,466	6/26/2008 12/21/2001
ONSOLIS LOGO 	Canada	1704395	11/25/2014
ONSOLIS	Mexico	943691 1080660	6/26/2008 1/23/2009
ONSOLIS LOGO 	Mexico	966227 1086584	10/7/2008 2/23/2009

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