

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM391856

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
UGP Therapeutics, Inc.		07/18/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Enteris BioPharma, Inc.		
<b>Street Address:</b>	83 Fulton Street		
<b>City:</b>	Boonton		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07005		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1917114	FORTICAL	
<b>Registration Number:</b>	2540973	FORCALTONIN	
<b>Registration Number:</b>	2457466	FORTICAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6178970909		
<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>			
<b>Phone:</b>	6173106009		
<b>Email:</b>	bosipmail@gtlaw.com		
<b>Correspondent Name:</b>	David J. Dykeman		
<b>Address Line 1:</b>	Greenberg Traurig, LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	David J. Dykeman		
<b>SIGNATURE:</b>	/David J. Dykeman, Reg. No. 46,678/		
<b>DATE SIGNED:</b>	07/19/2016		
<b>Total Attachments: 14</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of July 18<sup>th</sup>, 2016, is made by UGP Therapeutics, Inc. ("Assignor"), a Delaware corporation, in favor of Enteris BioPharma, Inc., ("Assignee"), Delaware corporation, the transferee of certain assets of Assignor pursuant to a Contribution and Exchange Agreement, effective February 1, 2016, by and between Assignee and Victory Park Credit Opportunities, L.P., a Delaware limited partnership, Victory Park Credit Opportunities Intermediate Fund, L.P., a Cayman Islands exempted limited partnership, VPC Fund II, L.P., a Delaware limited partnership, VPC Intermediate Fund II (Cayman), L.P., a Cayman Islands exempted limited partnership (collectively, the "Funds"), (the "Contribution and Exchange Agreement").

WHEREAS, under the terms of the Contribution and Exchange Agreement, the Funds conveyed, assigned, transferred and delivered to Assignee all of the Funds' rights, title and interests in, to and under the UGP Shares (as defined in the Contribution and Exchange Agreement). Further, under the terms of the Contribution and Exchange Agreement, Assignor contributed to Assignee all remaining assets and liabilities of UGP including all Intellectual Property assets, and Assignee accepted and assumed all of the same.

WHEREAS, Assignor now wishes to memorialize the contribution, transfer and assignment of all right, title, and interest to all Intellectual Property assets of Assignor to Assignee and Assignee accepts such Intellectual Property assets.

WHEREAS, Assignor hereby confirms the conveyance, transfer, and assignment to Assignee pursuant to the Contribution and Exchange Agreement, among other assets, of all right, title, and interest to all Intellectual Property assets of Assignor, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office and the U.S. Copyright Office.

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. In consideration for the execution of the Contribution and Exchange Agreement, the payment of the consideration stipulated in the Contribution and Exchange Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned IP"):

(a) all patents and patent applications and all related patents and patent applications in all countries, including all issuances, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations and renewals thereof, including but not limited to those set forth in Schedule 1 hereto (the "**Patents**");

(b) all trademark registrations and applications, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, including but not limited to those set forth in Schedule 2 hereto (the "**Trademarks**");

(c) all copyright registrations, applications for registration and exclusive copyright licenses and all issuances, extensions and renewals thereof and thereto (the "**Copyrights**");

(d) the internet domain name registrations including all sub-domain names and extensions thereof and thereto (the "**Domain Names**");

(e) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Domain Names. Assignor does hereby instruct, authorize, and direct any and all registrars thereof (including, but not limited to, the registrars listed on Schedule 4) to transfer the Domain Names to an account as directed by the Assignor. Assignor agrees to cooperate with Assignee and to follow Assignee's reasonable instructions in order to effectuate the transfer of the Domain Name registrations in a timely manner, and Assignor or Assignee is hereby expressly permitted and authorized to provide a copy of this Assignment to any such registrar as necessary to accomplish such transfer. Assignor further agrees that within five (5) business days after the parties execute this IP Assignment, Assignor shall commence transfer of ownership of the Domain Name to Assignee in accordance with the on-line procedures provided by the registrar of the Domain Name. Assignee shall cooperate with Assignor and provide information as necessary to Assignor to complete the ownership transfer. Assignor shall provide written acknowledgement confirming completion of the

transfer of ownership to Assignee of such Domain Name within ten (10) days of the date of this IP Assignment.

3. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials of any country or countries foreign to the United States, to record and register this IP Assignment upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Assignee, or any assignee or successor thereto.

4. Assignor Covenant. Assignor hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this IP Assignment.

5. Terms of the Contribution and Exchange Agreement. The terms of the Contribution and Exchange Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Contribution and Exchange Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Contribution and Exchange Agreement and the terms hereof, the terms of the Contribution and Exchange Agreement shall govern.

6. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

7. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

9. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this IP Assignment or the transactions contemplated hereby may be instituted




in the federal courts of the United States of America or the courts of the State of Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. In the event there is any legal suit, action or proceeding arising out of or based upon this IP Assignment or the transactions contemplated hereby, then the prevailing party in such legal suit, action or proceeding (including any appellate proceeding) shall be entitled to recover its costs and reasonable attorney fees from the non-prevailing party

[SIGNATURE PAGE FOLLOWS]

A handwritten mark or signature, possibly the initials 'B7', located in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

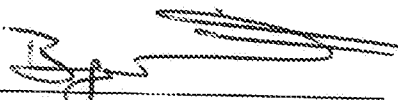
UGP THERAPEUTICS, INC.

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

Name: Scott Zemnick  
Title: Authorized Signatory  
Date: 7-18-2016

AGREED AND ACCEPTED BY:

ENTERIS BIOPHARMA, INC.

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

Name: Brian Zietsman  
Title: President & CFO  
Date: 7/18/16

## SCHEDULES

### SCHEDULE 1

#### PATENTS AND PATENT APPLICATIONS

<u>Patent Name</u>	<u>Country</u>	<u>App Date</u>	<u>Issue Date</u>	<u>App No</u>	<u>Patent No.</u>	<u>Status</u>
BACTERIAL HOST CELL FOR THE DIRECT EXPRESSION OF PEPTIDES	United States of America	10/30/2007	6/2/2009	11/929,028	7,541,174	Granted
ORAL DELIVERY OF PEPTIDES	United States of America	1/2/2012		13/342,133		Abandoned
ALPHA-AMIDATING ENZYME COMPOSITIONS AND PROCESSES FOR THEIR PRODUCTION AND USE	Australia	8/8/1988	2/5/1993	20576/88	629,795	Expired
ALPHA-AMIDATION ENZYME	Finland	8/10/1988	1/31/2003	935385	110433	Expired
ALPHA-AMIDATING ENZYME COMPOSITIONS AND PROCESSES FOR THEIR PRODUCTION AND USE	Hungary	8/9/1988	11/11/1997	4132/88	213227	Expired
ALPHA-AMIDATING ENZYME COMPOSITIONS AND PROCESSES FOR THEIR PRODUCTION AND USE	Japan	8/15/1988	9/17/1999	203037/88	2979172	Expired
ALPHA-AMIDATING ENZYME COMPOSITIONS AND PROCESSES FOR THEIR	Russian Federation	8/12/1988	5/27/1997	4356445.13	2080385	Expired



PRODUCTION AND  
USE

EXPRESSION SYSTEMS FOR AMIDATING ENZYME	Canada	2/5/1990	4/9/2002	2,009,306	2,009,306	Expired
EXPRESSION SYSTEMS FOR AMIDATING ENZYME	Australia	2/1/1990	6/17/1994	49043/90	646631	Expired
EXPRESSION SYSTEMS FOR AMIDATING ENZYME	EPO	2/1/1990	12/1/2004	90301034.6	0382403	Expired
EXPRESSION SYSTEMS FOR AMIDATING ENZYME	Finland	2/5/1990	2/14/2003	900554	110517	Expired
EXPRESSION SYSTEMS FOR AMIDATING ENZYME	Japan	2/6/1990	7/25/1996	26989/90	2072995	Expired
EXPRESSION SYSTEMS FOR AMIDATING ENZYME	Russian Federation	2/5/1990	4/27/1999	4743221/13	2129606	Expired
ALPHA-AMIDATING ENZYME COMPOSITIONS AND PROCESSES FOR THEIR PRODUCTION AND USE	EPO	8/12/1988	12/27/2000	92202879.0	0529742	Expired
ALPHA-AMIDATING ENZYME COMPOSITIONS AND PROCESSES FOR THEIR PRODUCTION AND USE	United Kingdom	8/12/1988	12/27/2000	92202879.0	0529742	Expired
ALPHA-AMIDATING ENZYME COMPOSITIONS AND PROCESSES FOR THEIR PRODUCTION AND USE	Austria	8/12/1988	12/27/2000	92202879.0	0529742	Expired

ALPHA-AMIDATING ENZYME COMPOSITIONS AND PROCESSES FOR THEIR PRODUCTION AND USE	Belgium	8/12/1988	12/27/2000	92202879.0	0529742	Expired
ALPHA-AMIDATING ENZYME COMPOSITIONS AND PROCESSES FOR THEIR PRODUCTION AND USE	France	8/12/1988	12/27/2000	92202879.0	0529742	Expired
ALPHA-AMIDATING ENZYME COMPOSITIONS AND PROCESSES FOR THEIR PRODUCTION AND USE	Germany	8/12/1988	12/27/2000	92202879.0	0529742	Expired
ALPHA-AMIDATING ENZYME COMPOSITIONS AND PROCESSES FOR THEIR PRODUCTION AND USE	Italy	8/12/1988	12/27/2000	92202879.0	0529742	Expired
ALPHA-AMIDATING ENZYME COMPOSITIONS AND PROCESSES FOR THEIR PRODUCTION AND USE	Luxembourg	8/12/1988	12/27/2000	92202879.0	0529742	Expired
ALPHA-AMIDATING ENZYME COMPOSITIONS AND PROCESSES FOR THEIR PRODUCTION AND USE	Netherlands	8/12/1988	12/27/2000	92202879.0	0529742	Expired
ALPHA-AMIDATING ENZYME COMPOSITIONS AND PROCESSES FOR THEIR PRODUCTION AND USE	Sweden	8/12/1988	12/27/2000	92202879.0	0529742	Expired

ALPHA-AMIDATING ENZYME COMPOSITIONS AND PROCESSES FOR THEIR PRODUCTION AND USE	Switzerland	8/12/1988	12/27/2000	92202879.0	0529742	Expired
EXPRESSION SYSTEMS FOR AMIDATING ENZYME	United Kingdom	2/1/1990	12/1/2004	90301034.6	0382403	Expired
EXPRESSION SYSTEMS FOR AMIDATING ENZYME	Austria	2/1/1990	12/1/2004	90301034.6	0382403	Expired
EXPRESSION SYSTEMS FOR AMIDATING ENZYME	Belgium	2/1/1990	12/1/2004	90301034.6	0382403	Expired
EXPRESSION SYSTEMS FOR AMIDATING ENZYME	Denmark	2/1/1990	12/1/2004	90301034.6	0382403	Expired
EXPRESSION SYSTEMS FOR AMIDATING ENZYME	France	2/1/1990	12/1/2004	90301034.6	0382403	Expired
EXPRESSION SYSTEMS FOR AMIDATING ENZYME	Germany	2/1/1990	12/1/2004	90301034.6	0382403	Expired
EXPRESSION SYSTEMS FOR AMIDATING ENZYME	Greece	2/1/1990	12/1/2004	90301034.6	0382403	Expired
EXPRESSION SYSTEMS FOR AMIDATING ENZYME	Italy	2/1/1990	12/1/2004	90301034.6	0382403	Expired
EXPRESSION SYSTEMS FOR AMIDATING ENZYME	Luxembourg	2/1/1990	12/1/2004	90301034.6	0382403	Expired
EXPRESSION SYSTEMS FOR AMIDATING ENZYME	Netherlands	2/1/1990	12/1/2004	90301034.6	0382403	Expired
EXPRESSION SYSTEMS FOR AMIDATING ENZYME	Spain	2/1/1990	12/1/2004	90301034.6	0382403	Expired
EXPRESSION SYSTEMS FOR AMIDATING ENZYME	Sweden	2/1/1990	12/1/2004	90301034.6	0382403	Expired

AMIDATING ENZYME EXPRESSION SYSTEMS FOR AMIDATING ENZYME	Switzerland	2/1/1990	12/1/2004	90301034.6	0382403	Expired
ORAL DELIVERY OF PEPTIDE PHARMACEUTICAL COMPOSITIONS	PCT	6/9/2005		PCT/US05/20255		International phase complete
ORAL DELIVERY OF PEPTIDE PHARMACEUTICAL COMPOSITIONS	Germany	6/9/2005		PCT/US05/20255		Withdrawn
ORAL DELIVERY OF PEPTIDE PHARMACEUTICAL COMPOSITIONS	Canada	6/9/2005		2570311		Abandoned
ORAL DELIVERY OF PEPTIDE PHARMACEUTICAL COMPOSITIONS	EPO	6/9/2005		05757462.6		Abandoned
NASAL CALCITONIN FORMULATIONS	United States of America	12/20/2012	11/8/2013	90/012,745	RE40,812 C1	Granted
ORAL DELIVERY OF PEPTIDE PHARMACEUTICAL COMPOSITIONS	United States of America	8/26/2011	9/16/2014	13/219,132	8,835,377	Granted
ANTI-INFLAMMATORY PHARMACEUTICAL PRODUCTS	United States of America	6/15/2012	8/11/2015	13/524,381	9,102,753	Granted
NASAL CALCITONIN FORMULATIONS	Canada	1/31/2001	1/3/2012	2,399,505	2,399,505	Granted
NASAL CALCITONIN FORMULATIONS	Australia	1/31/2001	4/27/2006	36604/01	783952	Granted
NASAL CALCITONIN FORMULATIONS	United States of America	2/5/2004	6/30/2009	10/774,358	RE40,812	Granted
ORAL DELIVERY OF PEPTIDES	United States of America	1/21/03	60/441,856			Expired
ORAL DELIVERY OF PEPTIDES	PCT	1/21/04	PCT/US04/01633			
ORAL DELIVERY OF PEPTIDES	United States of America	1/20/2004	1/3/2012	10/761,481	8,088,734	Granted



ORAL DELIVERY OF PEPTIDES	Canada	1/21/2004	7/9/2013	2,512,824	2,512,824	Granted
BACTERIAL HOST CELL FOR THE DIRECT EXPRESSION OF PEPTIDES	United States of America	10/30/2007	8/28/2012	11/928,994	8,252,580	Granted
BACTERIAL HOST CELL FOR THE DIRECT EXPRESSION OF PEPTIDES	United States of America	10/30/2007	6/30/2009	11/929,079	7,553,655	Granted
NASAL CALCITONIN FORMULATIONS	China	1/31/2001	1/12/2005	ZL01807605.X	ZL01807605.X	Granted
NASAL CALCITONIN FORMULATIONS	United States of America	6/29/2009	8/14/2012	12/459,385	RE43,580	Granted
ANTI-INFLAMMATORY PHARMACEUTICAL PRODUCTS	PCT	6/15/2012		PCT/US12/42699		International phase complete
NASAL CALCITONIN FORMULATIONS	United States of America	2/4/2000		60/180,241		Expired
NASAL CALCITONIN FORMULATIONS	PCT	1/31/2001		PCT/US01/03212		30 Months Term Over
NASAL CALCITONIN FORMULATIONS	United States of America	2/2/2001	8/27/2002	09/776,537	6,440,392	Re-issue
NASAL CALCITONIN FORMULATIONS	EPO	1/31/2001		01908769.1		Abandoned
ORAL DELIVERY OF PEPTIDE PHARMACEUTICAL COMPOSITIONS	United States of America	6/18/2004		60/580,872		Expired
ORAL DELIVERY OF PEPTIDE PHARMACEUTICAL COMPOSITIONS	United States of America	6/2/2005		11/144,580		Abandoned
ANTI-INFLAMMATORY PHARMACEUTICAL PRODUCTS	United States of America	6/15/2011		61/497,270		Expired
NASAL CALCITONIN FORMULATIONS	United States of America	7/15/2011		95/001,667		Pending
ORAL DELIVERY OF PEPTIDE PHARMACEUTICAL COMPOSITIONS	United States of America	9/12/2014		14/484,745		Published

ANTI- INFLAMMATORY PHARMACEUTICAL PRODUCTS	Australia	6/15/2012	2012271453	Pending
ANTI- INFLAMMATORY PHARMACEUTICAL PRODUCTS	Brazil	6/15/2012	BR11201303 2088-5	Pending
ANTI- INFLAMMATORY PHARMACEUTICAL PRODUCTS	Canada	6/15/2012	2839298	Pending
ANTI- INFLAMMATORY PHARMACEUTICAL PRODUCTS	China	6/15/2012	20128002898 4.3	Published
ANTI- INFLAMMATORY PHARMACEUTICAL PRODUCTS	EPO	6/15/2012	12799815.1	Published
ANTI- INFLAMMATORY PHARMACEUTICAL PRODUCTS	India	6/15/2012	9595/CHENP /2013	Pending
ANTI- INFLAMMATORY PHARMACEUTICAL PRODUCTS	Japan	6/15/2012	2014-516041	Published
ANTI- INFLAMMATORY PHARMACEUTICAL PRODUCTS	United States of America	7/20/2015	14/803,426	Published

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## SCHEDULE 2

### TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country</u>	<u>Application Date</u>	<u>Application No.</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>International Class</u>
FORTICAL	United States of America	2/1/1994	74/485,072	9/5/1995	1,917,114	1
FORCALTONIN	United States of America	2/25/1999	75/648,572	2/19/2002	2,540,973	1
FORTICAL	Canada	7/25/1994	760,516	8/11/1997	TMA 480,070	1
FORTICAL	Hungary	7/27/1994	M9402925	2/26/1997	142471	5
UNIFORT	Brazil	1/24/1995	818234628	8/22/2006	818234628	5
ENTERIPEP	European Union	9/6/2005	4620993	9/12/2006	4620993	1, 5, 42
FORCALTONIN	European Union	8/26/1998	915975	10/25/1999	915975	5
FORTICAL	Australia	7/28/1994	636214	8/25/1995	A636214	1
FORTICAL	Australia	6/6/1995	663288	9/17/1996	663288	5
FORTICAL	Canada	6/8/1995	784,594	7/16/2002	564,730	5
FORTICAL	China	8/2/1994	94084851	5/7/1996	836154	1
FORTICAL	China	9/18/1995	950118295	4/20/1997	984868	5

FORTICAL	China	10/14/2010	8740143	10/21/2011	8740143	5
FORTICAL	Hungary	6/6/1995	M9501641	10/20/1997	147156	5
FORTICAL	Japan	6/8/1995	7-57280	6/6/1997	4008802	5
FORTICAL	Japan	8/1/1994	6-77861	5/16/1997	3307077	1
FORTICAL	Norway	7/26/1994	944167	5/15/1997	181910	5
FORTICAL	Russian Federation	8/30/1994	94031308	12/29/1995	135655	1, 5
FORTICAL	Switzerland	7/25/1994	5052/19942	5/2/1996	422516	5
FORTICAL	United States of America	12/8/1994	74/608,739	6/5/2001	2,457,466	5
NASAPEP	European Union	9/6/2005	4621009	9/12/2006	4621009	1, 5, 42
REFORTICACIN	European Union	8/26/1998	916007	12/8/1999	916007	5
SECRAPEP	European Union	9/6/2005	4621652	9/18/2006	4621652	1, 5, 42
UNIFORT	Argentina	2/9/2007	2729572	5/22/2008	2,231,175	5
UNIFORT	Brazil	1/24/1995	818234610	10/25/2005	818234610	1
UNIFORT	Spain	4/26/1995	1961963	7/5/1996	1961963	1
UNIFORT	Spain	5/29/1995	1968021	10/21/1996	1968021	5
UNIFORT	Taiwan	12/19/1997	86-64076	1/16/1999	834069	1
UNIFORT	Taiwan	12/19/1997	86-64075	10/16/1998	820797	5