

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM404349

|   |                                |                       |                                  |
|---|--------------------------------|-----------------------|----------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                 |                       |                                  |
| <b>NATURE OF CONVEYANCE:</b>  | RELEASE OF SECURITY INTEREST   |                       |                                  |
| <b>CONVEYING PARTY DATA</b>   |                                |                       |                                  |
| <b>Name</b>   | <b>Formerly</b>                | <b>Execution Date</b> | <b>Entity Type</b>               |
| Hercules Technology III, L.P.   |                                | 10/20/2016            | Limited Partnership:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                |                       |                                  |
| <b>Name:</b>  | Dance Biopharm Holdings, Inc.  |                       |                                  |
| <b>Street Address:</b>  | 150 North Hill Drive, Suite 24 |                       |                                  |
| <b>City:</b>  | Brisbane                       |                       |                                  |
| <b>State/Country:</b>   | CALIFORNIA                     |                       |                                  |
| <b>Postal Code:</b>   | 94005                          |                       |                                  |
| <b>Entity Type:</b>   | Corporation: DELAWARE          |                       |                                  |
| <b>Name:</b>  | Dance Biopharm Inc.            |                       |                                  |
| <b>Street Address:</b>  | 150 North Hill Drive, Suite 24 |                       |                                  |
| <b>City:</b>  | Brisbane                       |                       |                                  |
| <b>State/Country:</b>   | CALIFORNIA                     |                       |                                  |
| <b>Postal Code:</b>   | 94005                          |                       |                                  |
| <b>Entity Type:</b>   | Corporation: DELAWARE          |                       |                                  |
| <b>PROPERTY NUMBERS Total: 4</b>  |                                |                       |                                  |
| <b>Property Type</b>  | <b>Number</b>                  | <b>Word Mark</b>      |                                  |
| <b>Registration Number:</b>   | 4400640                        | DANCE                 |                                  |
| <b>Serial Number:</b>   | 86000880                       | ADAGIO                |                                  |
| <b>Serial Number:</b>   | 85239930                       | IHALER                |                                  |
| <b>Serial Number:</b>   | 86002025                       | DANCE                 |                                  |
| <b>CORRESPONDENCE DATA</b>  |                                |                       |                                  |
| <b>Fax Number:</b>  | 2024083141                     |                       |                                  |
| <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>   | 2024083141                     |                       |                                  |
| <b>Email:</b>   | jean.paterson@cscglobal.com    |                       |                                  |
| <b>Correspondent Name:</b>  | Corporation Service Company    |                       |                                  |
| <b>Address Line 1:</b>  | 1090 Vermont Avenue, NW        |                       |                                  |
| <b>Address Line 4:</b>  | Washington, D.C. 20005         |                       |                                  |

OP \$115.00 4400640

|   |               |
|---|---------------|
| <b>ATTORNEY DOCKET NUMBER:</b>  | 355901-15     |
| <b>NAME OF SUBMITTER:</b>   | Jean Paterson |
| <b>SIGNATURE:</b>   | /jep/         |
| <b>DATE SIGNED:</b>   | 11/03/2016    |
| <b>Total Attachments: 3</b><br>source=11-3-16 Hercules-TM#page1.tif<br>source=11-3-16 Hercules-TM#page2.tif<br>source=11-3-16 Hercules-TM#page3.tif |               |

## INTELLECTUAL PROPERTY SECURITY AGREEMENT TERMINATION AND RELEASE

This Intellectual Property Security Agreement Termination and Release (this "**Termination**") is made as of November 2, 2016, by HERCULES TECHNOLOGY III, L.P., a Delaware limited partnership ("**Lender**").

### RECITALS

Pursuant to the terms of that certain Intellectual Property Security Agreement entered into as of June 1, 2016 by and among Dance Biopharm Inc., a Delaware corporation ("**Dance**"), Dance Biopharm Holdings, Inc., a Delaware corporation ("**Dance Biopharm**" and, together with Dance, each a "**Grantor**" and, collectively, the "**Grantors**") and the Lender (the "**IP Security Agreement**," with capitalized terms used and not defined herein as defined in the IP Security Agreement), pursuant to which the Grantors granted to Lender a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation, those Patents and Trademarks listed on **Exhibits A and B** hereto).

Lender desires to terminate the IP Security Agreement and release its security interest in the Intellectual Property.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Lender does hereby covenant and agree as follows:

1. The IP Security Agreement, and the Lender's security interest in the Intellectual Property (including without limitation the Patents listed in **Exhibit A** and the Trademarks listed in **Exhibit B**), are hereby terminated and released.

2. The Lender hereby waives and releases all of its right, title and interest now owned or hereinafter acquired that it may have whether by assignment or otherwise in and to any mortgage and continuing security interest and collateral assignment in the Intellectual Property, including the following:

(a) Patents.

(i) The entire right, title and interest in and to the patent applications and patents listed in **Exhibit A** hereto, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof collectively called the "**Patents**";

(ii) To the extent permitted under any license or other agreement, all license agreements with any other person entered into in connection with any Patents or such other person's patents or patent registrations or applications, whether as a licensor or licensee under any such license agreement and all tangible property covered by any of the licenses (collectively, the "**Patent Licenses**"); and

(b) Trademarks. The entire right, title and interest in and to the trademark applications and trademarks listed in **Exhibit B** hereto, including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "Trademarks"), and the good will of the business to which each of the Trademarks relates.

3. The Lender represents and warrants that it has full power and authority to execute this Termination and to release its security interest in the Intellectual Property.

4. The Lender represents and warrants that it has not assigned or otherwise encumbered its security interest in the Intellectual Property.

5. Upon the execution of this Termination, Lender shall execute and deliver to Grantors all Form UCC-3 release and termination statements, and releases and terminations of liens relating to Intellectual Property filed with the United States Patent and Trademark Office (the "USPTO"), each in form and substance acceptable to Grantors.

6. Lender hereby irrevocably makes, constitutes and appoints each of the Grantors (and any agent designated by the Grantors) as Lender's true and lawful attorney with full power to execute and deliver any of the documents described in Section 5 and to sign the name of Lender on any of the documents described in Section 5, in the event that the Lender fails to timely execute and deliver any of the documents described in Section 5. This power is coupled with an interest and is irrevocable until, and will terminate when, all of Lender's liens on the Intellectual Property have been terminated.

7. At Grantors' cost, the Lender hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Termination.

IN WITNESS WHEREOF, the Lender has duly executed this Termination as of the day and year first above written.

LENDER

HERCULES TECHNOLOGY III, L.P.

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

Name: *Jennifer Doe*

Title: *Assistant General Counsel*

**Schedule 1 to Trademark Recordation Form**

| <b>Mark</b> | <b>Filing Date</b> | <b>Registration Number/<br/>Serial Number</b> |
|-------------|--------------------|---|
| DANCE       | July 26, 2011      | 4,400,640                                     |
| ADAGIO      | July 2, 2013       | 86000880                                      |
| IHALER      | February 11, 2011  | 85239930                                      |
| DANCE       | July 3, 2013       | 86002025                                      |
|             |                    |   |