

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Endo Pharmaceuticals Inc.,		01/06/2017	Corporation: DELAWARE
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: 1			
Property Type	Number	Word Mark	
Registration Number:	4946787	BELBUCA	
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:	01/20/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the “**Assignment**”) is entered into as of January 6, 2017, by and among BioDelivery Sciences International, Inc., a Delaware corporation with an office at 4131 Parklake Avenue, Suite 225, Raleigh, North Carolina 27612 (“**Parent**”), Arius Pharmaceuticals, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent, with an office at the same address as Parent (“**Arius**”) Arius Two, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent, with an office at the same address as Parent (“**Arius Two**” and, together with Parent, “**BDSI**”), and Endo Pharmaceuticals Inc., a Delaware corporation (“**Endo**” and together with BDSI, the “**Parties**”, and each, a “**Party**”) All capitalized terms used but not otherwise defined in this Assignment shall have the meanings set forth in that certain Termination Agreement dated as of December 7, 2016 by and between the Parties (the “**Termination Agreement**”).

RECITALS

WHEREAS, pursuant to the Termination Agreement, Endo has agreed to sell, assign, transfer, convey and deliver the Assets to Parent;

WHEREAS, Endo 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 Assets (the “**Product Marks**”), together with all goodwill represented and symbolized by the Product Marks (the “**Assigned Goodwill**”); and

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

AGREEMENT

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

1. Endo hereby sells, assigns, transfers, conveys and delivers to Parent (and its successors and assigns), as purchaser of the Assets, all of Endo’s and its Affiliates’ entire right, title and interest, if any, in, to and under the Product Marks and the Assigned Goodwill, and the right to sue and recover for damages for future infringement of the Product Marks and the Assigned Goodwill.
2. Endo 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. Endo 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. Without limiting the above, Endo 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 Endo 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 Endo 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, 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, and construed in accordance with, the laws of the State of Delaware and the federal laws of the United States, in each case, without reference to any choice of law rules.

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 or electronic transmission shall be as effective as delivery of a manually executed signature page.

[Signature pages follow.]

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

ARIUS PHARMACEUTICALS, INC.

By 

Name: MARK A. SIEBO

Title: PRESIDENT & CEO

ARIUS TWO, INC.

By 

Name: MARK A. SIEBO

Title: PRESIDENT & CEO

BIODELIVERY SCIENCES
INTERNATIONAL, INC.

By 

Name: MARK A. SIEBO

Title: PRESIDENT & CEO

ENDO PHARMACEUTICALS INC.

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:

ARIUS TWO, INC.

By _____
Name:
Title:

BIODELIVERY SCIENCES
INTERNATIONAL, INC.

By _____
Name:
Title:

ENDO PHARMACEUTICALS INC.


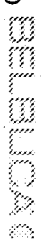

By 
Name: Guy Donatello
Title: SVP, IP

Exhibit A
Product Marks

TRADEMARK	COUNTRY	STATUS	APPLN NO.	APPLN DATE	REG. NO.	REG. DATE	OWNER
BELBUCA	BRAZIL	PENDING	908340753	9/24/2014			ENDO PHARMACEUTICALS INC.
BELBUCA	CANADA	ALLOWED	1694096	9/16/2014			ENDO PHARMACEUTICALS INC.
BELBUCA	EUROPEAN UNION	REGISTERED	A0045067	9/16/2014	1228983	9/16/2014	ENDO PHARMACEUTICALS INC.
BELBUCA	MEXICO	REGISTERED	A0045067	9/16/2014	1228983	9/16/2014	ENDO PHARMACEUTICALS INC.
BELBUCA	NORWAY	REGISTERED	A0045067	9/16/2014	1228983	9/16/2014	ENDO PHARMACEUTICALS INC.
BELBUCA	SOUTH AFRICA	PUBLISHED	201425362	9/18/2014			ENDO PHARMACEUTICALS INC.
BELBUCA	SWITZERLAND	REGISTERED	A0045067	9/16/2014	1228983	9/16/2014	ENDO PHARMACEUTICALS INC.
BELBUCA	UNITED STATES	REGISTERED	86235385	3/28/2014	4946787	4/26/2016	ENDO PHARMACEUTICALS INC.
BELBUCA	WIPO	REGISTERED	A0045067	9/16/2014	1228983	9/16/2014	ENDO PHARMACEUTICALS INC.
BELBUCA LOGO 		UNFILED					ENDO PHARMACEUTICALS INC., to the extent it owns any rights in the mark, through common law or otherwise.
Two-overlapping square logo 		UNFILED					ENDO PHARMACEUTICALS INC., to the extent it owns any rights in the mark, through common law or otherwise.
Life on Film		UNFILED					ENDO PHARMACEUTICALS INC., to the extent it owns any rights in the mark, through common law or otherwise.