

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM451412

<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>
ORBIMED ROYALTY OPPORTUNITIES II, LP		11/17/2017	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RECRO PHARMA, INC.		
<b>Street Address:</b>	490 Lapp Road		
<b>City:</b>	Malvern		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19355		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4777159	RECRO PHARMA	
<b>Serial Number:</b>	86457241	INADEX	
<b>Serial Number:</b>	86457272	RELIXED	
<b>Serial Number:</b>	86457244	XEDANX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043782057		
<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>	7043312359		
<b>Email:</b>	cindigraser@mvalaw.com, vangambrell@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD, STE 400		
<b>Address Line 2:</b>	POST OFFICE BOX 13706		
<b>Address Line 4:</b>	RESEARCH TRIANGLE PA, NORTH CAROLINA 27709		
<b>NAME OF SUBMITTER:</b>	Peter B. Stewart		
<b>SIGNATURE:</b>	/Peter B. Stewart/		
<b>DATE SIGNED:</b>	11/17/2017		
<b>Total Attachments: 5</b>			
source=RecroPharma-Release-Trademark-Security-Interest#page1.tif			

OP \$115.00 4777159

source=RecroPharma-Release-Trademark-Security-Interest#page2.tif

source=RecroPharma-Release-Trademark-Security-Interest#page3.tif

source=RecroPharma-Release-Trademark-Security-Interest#page4.tif

source=RecroPharma-Release-Trademark-Security-Interest#page5.tif

**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

This RELEASE OF SECURITY INTEREST IN PATENTS (this “**Release**”) is made and effective as of November 17, 2017 and granted by ORBIMED ROYALTY OPPORTUNITIES II, LP, a Delaware limited partnership (together with its Affiliates, successors, transferees and assignees, the “**Lender**”), as lender under the Credit Agreement referred to below, in favor of RECRO PHARMA, INC., a Pennsylvania corporation (the “**Grantor**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 7, 2015 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and between Recro Gainesville LLC (f/k/a Recro Pharma LLC), a Massachusetts limited liability company (the “**Borrower**”), the Grantor executed and delivered to the Lender (i) that certain Pledge and Security Agreement, dated as of April 10, 2015 (the “**Pledge & Security Agreement**”), by and among the Borrower, the Grantor and the Lender and (ii) that certain Trademark Security Agreement, dated as of April 10, 2015 (the “**Trademark Security Agreement**” and together with the Pledge & Security Agreement, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Lender for its benefit a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005497, Frame 0141 on April 14, 2015; and

WHEREAS, the Lender wishes to provide a document evidencing the release, relinquishment and discharge of its security interest in the Trademark Collateral.

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

1. Release of Security Interest. The Lender, on behalf of itself and its successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the Trademark Collateral and all goodwill connected with the use of such Trademark Collateral (including the trademarks and trademark licenses listed on **Schedule 1** and **Schedule 2** hereto).
2. Authorization. The Lender hereby authorizes and requests the United States Patent and Trademark Office and any other applicable government officer to record this Release.
3. Further Assurances. The Lender agrees, at the Grantor’s expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal

representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Execution in Counterparts. This Release may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which counterparts taken together shall be deemed to constitute one and the same instrument. Telecopied signatures hereto shall be of the same force and effect as an original of a manually signed copy.

4. Governing Law. **THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES AND THE STATE OF NEW YORK WITHOUT REFERENCE TO ANY CHOICE OR CONFLICT OF LAW DOCTRINE THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.**

[Signature Page Follows]

IN WITNESS WHEREOF, the Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**ORBIMED ROYALTY OPPORTUNITIES II, LP**  
as the Lender

By OrbiMed ROF II LLC,  
its General Partner

By OrbiMed Advisors LLC,  
its Managing Member

By: W. Carter Neild  
Name: W. Carter Neild  
Title: Member

**SCHEDULE 1**

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	RECRO PHARMA	4777159	December 4, 2014

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	INADEX	86457241	November 18, 2014
U.S.	RELIXED	86457272	November 18, 2014
U.S.	XEDANX	86457244	November 18, 2014

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
NONE				

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
NONE					

**SCHEDULE 2**

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
NONE			

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.	REXIEVE	86861522	December 30, 2015
U.S.	XOLIV	86861551	December 30, 2015
U.S.	ANJESO	87223688	November 2, 2016
U.S.	OMCRYXA	87223738	November 2, 2016
U.S.	OMZUVI	87223802	November 2, 2016

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Filing Date</u>	<u>Expected</u>	<u>Products/</u> <u>Services</u>
NONE					

Item B. Trademark Licenses

<u>Country or</u> <u>Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective</u> <u>Date</u>	<u>Expiration</u> <u>Date</u>
NONE					