

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deerfield Private Design Fund III, L.P.		07/10/2018	Limited Partnership:
Deerfield Partners, L.P.		07/10/2018	Limited Partnership:
Deerfield International Master Fund, L.P.		07/10/2018	Limited Partnership:
RECEIVING PARTY DATA			
Name:	Pozen Inc.		
Street Address:	400 Alexander Park Drive		
Internal Address:	c/o Aralez Pharmaceuticals US Inc.		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5124592	YOSPRALA	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Matthew Makover c/o Willkie Farr & Galla		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	123434.00005 MM		
NAME OF SUBMITTER:	Matthew Makover		
SIGNATURE:	/Matthew Makover/		
DATE SIGNED:	08/06/2018		
Total Attachments: 4			

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TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS (the "Release") is made this 10th day of July, 2018 (the "Release Date") by Deerfield Private Design Fund III, L.P., and Deerfield Partners, L.P., as a secured party and as successor in interest to Deerfield International Master Fund, L.P. (collectively, "Secured Party"), for the benefit of POZEN INC., a Delaware corporation (the "Grantor").

WHEREAS, pursuant to that certain Second Amended and Restated Facility Agreement, dated as of December 7, 2015 (the "Facility Agreement"), by and among Aralez Pharmaceuticals Inc. ("Borrower"), Secured Party, Tribute Pharmaceuticals Canada Inc. and Grantor, Secured Party made loans to Borrower in accordance with the terms and conditions set forth therein; and

WHEREAS, in connection with the Facility Agreement, the Grantor has entered into that certain (a) Security Agreement, dated as of February 6, 2016 with Borrower, Tribute Pharmaceuticals US Inc., Aralez Pharmaceuticals R&D Inc., the other signatories thereto and Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), and (b) Intellectual Property Security Agreement, dated February 5, 2016 with Secured Party (the "IP Security Agreement"), in each case pursuant to which the Grantor granted to the Secured Party security interests and liens in and to certain assets of the Grantor, including, without limitation all of the rights, title and interests of the Grantor in, to and under all of the following (collectively, the "Trademark Collateral"):

- (i) the trademark registration set forth on Schedule I hereto (the "Trademark");
- (ii) all goodwill of the business of the Grantor connected with the use of, or otherwise symbolized by, the Trademark;
- (iii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all Licenses (as defined in the IP Security Agreement) entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof; and
- (iv) the right to sue for past, present and future infringements, misappropriations, and dilutions of the foregoing.

WHEREAS, the Secured Party has filed with the United States Patent and Trademark Office (the "USPTO") notices of security interests in the Trademark Collateral pursuant to the IP Security Agreement, and the IP Security Agreement was recorded by the USPTO on April 21, 2016, at Reel 5775, Frame 0611; and

WHEREAS, the Secured Party has consented to the assignment of the Trademark Collateral to a third party and to release its security interest in the Trademark Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademark Collateral granted by the Grantor under the Security Agreement and the IP Security Agreement.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Grantor with the USPTO.

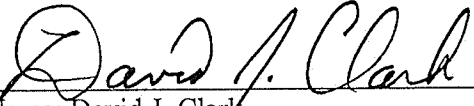
3. Further Actions. The Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Grantor may reasonably require to effect the intent and purpose of this Release.

[Signature page follows]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officers as of the Release Date.

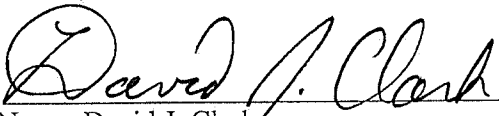
DEERFIELD PRIVATE DESIGN FUND III, L.P.

By: Deerfield Mgmt III, L.P., its General Partner
By: J.E. Flynn Capital III, LLC, its General Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

DEERFIELD PARTNERS, L.P.

By: Deerfield Mgmt, L.P., its General Partner
By: J.E. Flynn Capital, LLC, its General Partner

By: 
Name: David J. Clark
Title: Authorized Signatory

[Signature Page to Termination and Release of Security Interests in Trademarks]

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TRADEMARK
REEL: 006406 FRAME: 0302

Schedule I

Trademark

OWNER	TRADEMARK	Application #	Application Date	Registration #	Registration Date
POZEN, INC.	YOSPRALA	86/011,803	7/16/13	5,124,592	1/17/17