

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM485463

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Biocryst Pharmaceuticals, Inc.		09/23/2016	Corporation: DELAWARE
MDCP, LLC		09/23/2016	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	MIDCAP FINANCIAL TRUST, as agent
<b>Street Address:</b>	7255 WOODMONT AVENUE, SUITE 200
<b>Internal Address:</b>	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER
<b>City:</b>	BETHESDA
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20814
<b>Entity Type:</b>	Statutory Trust: DELAWARE

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	87897786	JORLAH
Serial Number:	87897806	ORLADEO
Serial Number:	87897816	ORLADEYO
Serial Number:	87897828	JORLAVIVE
Serial Number:	87897842	ORDAYBA
Serial Number:	87897852	JORLADEYO
Serial Number:	87743886	BIO CRYST
Serial Number:	87743895	
Serial Number:	87748712	DELIVERING EXTRAORDINARY. EMPOWERING ORD
Serial Number:	87748718	BIO CRYST
Serial Number:	87748724	

## CORRESPONDENCE DATA

Fax Number: 7036106200

*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.*

Phone: 7036106100

Email: boxip@hoganlovells.com

TRADEMARK

**Correspondent Name:** Valerie Brennan  
**Address Line 1:** 7930 Jones Branch Drive, 9th Floor  
**Address Line 2:** Attn: Box Intellectual Property  
**Address Line 4:** McLean, VIRGINIA 22102

**NAME OF SUBMITTER:** Valerie Brennan

**SIGNATURE:** /VB/

**DATE SIGNED:** 08/09/2018

**Total Attachments: 7**

source=MidCap \_ BioCryst \_ IP Security Agreement - TM#page1.tif

source=MidCap \_ BioCryst \_ IP Security Agreement - TM#page2.tif

source=MidCap \_ BioCryst \_ IP Security Agreement - TM#page3.tif

source=MidCap \_ BioCryst \_ IP Security Agreement - TM#page4.tif

source=MidCap \_ BioCryst \_ IP Security Agreement - TM#page5.tif

source=MidCap \_ BioCryst \_ IP Security Agreement - TM#page6.tif

source=MidCap \_ BioCryst \_ IP Security Agreement - TM#page7.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement is entered into as of the 23 day of September, 2016 by and between **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust (“Agent”) and **BIOCRYSST PHARMACEUTICALS, INC.**, a Delaware corporation (“BioCryst”) and **MDCP, LLC**, a Delaware limited liability company (“Peramivir SPE”, together with BioCryst and any other Person that joins this agreement as a Grantor, each a “Grantor” and collectively, the “Grantors”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodation to the Grantors (the “Credit Extensions”) in the amounts and manner set forth in that certain Credit and Security Agreement, by and between Agent, the Lenders and Grantor dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “Credit Agreement”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Credit Extensions to the Grantors, but only upon the condition, among others, that the Grantors shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Grantors under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Credit Agreement, each Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of such Grantor's right, title and interest in, to and under its intellectual property (except to the extent constituting Excluded Property) (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to such Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of such Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

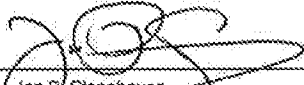
This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]


IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

**BIOCRIST PHARMACEUTICALS, INC.**

By:  (SEAL)  
Name: Jon P. Stonehouse  
Title: President and Chief Executive Officer

**MDCP, LLC**

By:  (SEAL)  
Name: Alan Buena  
Title: Vice President & Secretary

Address:

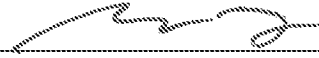
BioCryst Pharmaceuticals, Inc.  
4505 Emperor Blvd, Suite 200  
Durham, NC 27703  
Attn: Alan Buena  
Facsimile: 919-859-1314  
E-Mail: abuena@biocryst.com

**AGENT:**

**MIDCAP FINANCIAL TRUST**

**By: Apollo Capital Management, L.P.,  
its investment manager**

**By: Apollo Capital Management GP, LLC,  
its general partner**

**By:**  (SEAL)  
**Name: Maurice Amsellem**  
**Title: Authorized Signatory**

**EXHIBIT B**

**Summary of Trademark Registrations and Applications in BioCryst Estate – July 12, 2018**

<b>Borrower that is Owner of IP<sup>1</sup></b>	<b>Country</b>	<b>Name/Identifier of IP</b>	<b>Type of IP</b>	<b>Trademark Registration or Application Number</b>	<b>Filing Date</b>	<b>Expiration Date<sup>1</sup></b>
BioCryst	US	BIOCRYST	Trademark	3,974,837	08/14/2007	06/07/2021
BioCryst	US	BIOCRYST	Trademark	4,096,431	08/14/2007	02/07/2022
BioCryst	US	BIOCRYST LOGO	Trademark	3,966,596	08/14/2007	05/24/2021
BioCryst	US	BIOCRYST LOGO	Trademark	86/461,211	11/21/2014	To Be Determined
BioCryst	US	BIOCRYST PHARMACEUTICALS, INC	Trademark	2,902,002	06/11/2002	11/09/2024
BioCryst	US	BIOCRYST PHARMACEUTICALS, INC	Trademark	3,974,836	08/14/2007	06/07/2021
BioCryst	US	DESIGN. OPTIMIZE. DELIVER.	Trademark	4,074,214	05/19/2011	12/20/2021
BioCryst	US	BIO CRYST	Trademark	87/743,886	01/04/2018	To Be Determined
BioCryst	US	BIOCRYST NEW LOGO	Trademark	87/743,895	01/04/2018	To Be Determined
BioCryst	US	DELIVERING EXTRAORDINARY. EMPOWERING ORDINARY.	Trademark	87/748,712	01/09/2018	To Be Determined
BioCryst	US	BIO CRYST	Trademark	87/748,718	01/09/2018	To Be Determined
BioCryst	US	BIOCRYST NEW LOGO	Trademark	87/748,724	01/09/2018	To Be Determined
BioCryst	US	VALENSCION <sup>2</sup>	Trademark	87/796,333	02/13/2018	To Be Determined
BioCryst	US	VALENSCION <sup>2</sup>	Trademark	87/796,359	02/13/2018	To Be Determined
BioCryst	US	VALENSCION LOGO <sup>2</sup>	Trademark	87/821,005	03/05/2018	To Be Determined
BioCryst	US	VALENSCION LOGO <sup>2</sup>	Trademark	87/821,010	03/05/2018	To Be Determined
BioCryst	US	VALENSCION LOGO <sup>2</sup>	Trademark	87/857,667	03/30/2018	To Be Determined
BioCryst	US	VALENSCION LOGO <sup>2</sup>	Trademark	87/857,674	03/30/2018	To Be Determined

**EXHIBIT B**

**Summary of Trademark Registrations and Applications in BioCryst Estate – July 12, 2018**

<b>Borrower that is Owner of IP<sup>1</sup></b>	<b>Country</b>	<b>Name/Identifier of IP</b>	<b>Type of IP</b>	<b>Trademark Registration or Application Number</b>	<b>Filing Date</b>	<b>Expiration Date<sup>1</sup></b>
BioCryst	US	VALENSCION LOGO <sup>2</sup>	Trademark	87/857,682	03/30/2018	To Be Determined
BioCryst	US	VALENSCION LOGO <sup>2</sup>	Trademark	87/857,690	03/30/2018	To Be Determined
BioCryst	US	JORLAH	Trademark	87/897,786	04/27/2018	To Be Determined
BioCryst	US	ORLADEO	Trademark	87/897,806	04/27/2018	To Be Determined
BioCryst	US	ORLADEYO	Trademark	87/897,816	04/27/2018	To Be Determined
BioCryst	US	JORLAVIVE	Trademark	87/897,828	04/27/2018	To Be Determined
BioCryst	US	ORDAYBA	Trademark	87/897,842	04/27/2018	To Be Determined
BioCryst	US	JORLADEYO	Trademark	87/897,852	04/27/2018	To Be Determined
BioCryst	CA	BIOCRYST PHARMACEUTICALS, INC.	Trademark	1,801,455	09/21/2016	To Be Determined
BioCryst	EU	BIOCRYST PHARMACEUTICALS, INC.	Trademark	2960995	12/04/2002	10/24/2022
BioCryst	JP	BIOCRYST PHARMACEUTICALS, INC.	Trademark	4721741	12/04/2002	10/24/2023
BioCryst	CA	BIO CRYST	Trademark	Not Yet Available	07/09/2018	To Be Determined
BioCryst	CA	BIOCRYST NEW LOGO	Trademark	Not Yet Available	07/09/2018	To Be Determined
BioCryst	WO (Madrid System)	BIO CRYST	Trademark	Not Yet Available	07/09/2018	To Be Determined
BioCryst	WO (Madrid System)	BIOCRYST NEW LOGO	Trademark	Not Yet Available	07/09/2018	To Be Determined



**EXHIBIT B**

**Summary of Trademark Registrations and Applications in BioCryst Estate – July 12, 2018**

<sup>1</sup> For US trademarks, 10-year date based on initial registration date or subsequent renewal date. Assumes "Declaration of Use under Section 8" is filed between the fifth and sixth year following registration. The filing of a combined "Declaration of Use and Application for Renewal under Sections 8 and 9" must be filed between the ninth and tenth year after registration, and every 10 years thereafter, to maintain mark beyond the initial 10-year expiration date.

<sup>2</sup> To be abandoned in view of termination of merger agreement with Idera Pharmaceuticals, Inc.