

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM510837

<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>
Deerfield Management Company L.P.		02/15/2019	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aralez Pharmaceuticals Trading Designated Activity Company		
<b>Street Address:</b>	P.O. Box 329003		
<b>Internal Address:</b>	c/o Prime Clerk LLC		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11232		
<b>Entity Type:</b>	Designated Activity Company: IRELAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3729598	FIBRICOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	2127288000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Matthew S. Makover c/o Willkie Farr & Ga		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	125804.00011 MSM		
<b>NAME OF SUBMITTER:</b>	Matthew S. Makover		
<b>SIGNATURE:</b>	/Matthew S. Makover/		
<b>DATE SIGNED:</b>	02/20/2019		
<b>Total Attachments: 4</b>			
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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 15th day of February, 2019 (the “Release Date”) by Deerfield Management Company L.P., as administrative agent (the “Agent”) for the Secured Parties, for the benefit of Aralez Pharmaceuticals Trading Designated Activity Company (the “Grantor”). All terms not otherwise defined herein shall have the meaning set forth in the Pledge Agreement and the Trademark Security Agreement (as such terms are defined below).

WHEREAS pursuant to that certain Super-Priority Debtor-in-Possession Security and Pledge Agreement, dated as of August 10, 2018 (the “Pledge Agreement”), by and among the Grantor, Aralez Pharmaceuticals US Inc., Halton Laboratories LLC, Aralez Pharmaceuticals Management, Inc., Aralez Pharmaceuticals Holdings Limited, POZEN Inc., Aralez Pharmaceuticals R&D Inc. (collectively, “Borrower”) and Agent as agent for the Secured Parties, the Secured Parties made loans to Borrower in accordance with the terms and conditions set forth therein; and

WHEREAS, in connection with the Pledge Agreement, the Grantor executed that certain Notice of Grant of Security Interest in Trademarks, dated August 10, 2018, acknowledged and accepted by Agent (the “Trademark Security Agreement”), pursuant to which the Grantor granted to Agent for the benefit of the Secured Parties 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 set forth on Schedule I hereto (the “Trademarks”), including all goodwill associated therewith;
- (ii) 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 Trademark Licenses (as defined in the Pledge Agreement) entered into in connection therewith and damages and payments for past or future infringements, misappropriations or dilutions thereof; and
- (iii) the right to sue for past, present and future infringements, misappropriations, and dilutions of the foregoing.

WHEREAS, the Secured Parties have filed with the United States Patent and Trademark Office (the “USPTO”) notices of security interests in the Trademark Collateral pursuant to the Trademark Security Agreement, and the Trademark Security Agreement was recorded by the USPTO on August 24, 2018, at Reel 6431, Frame 0563; and

WHEREAS, the Agent has consented to the reassignment of the Trademark Collateral to a third party and to release their security interest in the Trademark Collateral granted by the Grantor under the Pledge Agreement and the Trademark Security Agreement.

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

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

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

3. Further Actions. The Agent 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 at the Grantor's sole expense.

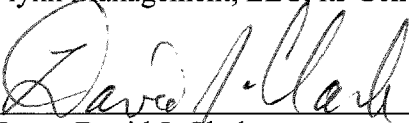
4. Governing Law. This Release, and the rights and obligations of the parties hereunder, shall be governed by, and shall be construed and interpreted in accordance with, the laws of the State of New York, without regard to conflict of laws principles.

[Signature page follows]

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

AGENT  
**DEERFIELD MANAGEMENT COMPANY, L.P.**

By: Flynn Management, LLC, its General Partner

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

Name: David J. Clark

Title: Authorized Signatory

[Signature Page to Trademark Release]

**TRADEMARK**  
**REEL: 006568 FRAME: 0368**

**Schedule I**

**Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>Reg. No.</b>	<b>Serial No.</b>	<b>Reg. Date</b>
FIBRICOR	U.S.A.	3729598	77574728	Dec. 22, 2009