

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM562021

<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 PRIVATE DESIGN FUND III, L.P., as Collateral Agent		02/13/2020	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DEPO NF SUB, LLC		
<b>Street Address:</b>	7999 Gateway Boulevard, Suite 300		
<b>City:</b>	Newark		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94560		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5133557	NUCYNTA	
<b>Serial Number:</b>	87085841	NUCYNTA	
<b>Registration Number:</b>	3732548	NUCYNTA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156932222		
<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>	4156932000		
<b>Email:</b>	crhem@cooley.com		
<b>Correspondent Name:</b>	Cooley LLP		
<b>Address Line 1:</b>	101 California Street, 5th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	315603-108		
<b>NAME OF SUBMITTER:</b>	C. Rhem		
<b>SIGNATURE:</b>	/CR/		
<b>DATE SIGNED:</b>	02/13/2020		
<b>Total Attachments: 3</b>			
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## **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY, dated as of February 13, 2020 (this “Release”), is executed by DEERFIELD PRIVATE DESIGN FUND III, L.P., as Collateral Agent (the “Collateral Agent”), with offices at 780 Third Avenue, 37<sup>th</sup> Floor, New York, NY 10017, in favor of DEPO NF SUB, LLC, a Delaware limited liability company (the “Pledgor”), with offices at 7999 Gateway Boulevard, Suite 300, Newark, CA 94560, as follows:

### **W I T N E S S E T H**

WHEREAS, pursuant to those certain Grants of Security Interest in Patents and Trademarks, dated as of January 14, 2016 and December 4, 2017 (collectively, the “Grants”), executed by the Pledgor in favor of the Collateral Agent, the Pledgor granted to the Collateral Agent a security interest in and to certain collateral (capitalized terms used herein but not otherwise defined shall have the respective meanings given to them in the Grants), including all of its right, title and interest in and to the Trademarks set forth on Schedule A attached hereto, and the use thereof, together with all proceeds and products thereof and the goodwill of the business symbolized by the Trademarks (collectively, the “Released Collateral”);

WHEREAS, the Grants were recorded with the Trademark Division of the United States Patent and Trademark Office on January 15, 2016 at Reel 005710/Frame 0307 and December 5, 2017 at Reel 006225/Frame 0716;

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

1. The Collateral Agent hereby releases, discharges, cancels and terminates its security interest in and continuing lien on the Released Collateral, including the Trademarks set forth on Schedule A attached hereto, and re-assigns, re-transfers and re-conveys to Pledgor any and all right, title or interest the Collateral Agent may have in and to the Pledgor’s Released Collateral.
2. The Collateral Agent agrees to execute and deliver such further instruments and take or cause to be taken such other or further action as Pledgor may reasonably request, in order to perfect, confirm or evidence such release, at the sole cost and expense of the Pledgor.
3. The Collateral Agent represents and warrants that it has the full power and authority to execute this Release.
4. The Collateral Agent authorizes and requests the Trademark Division of the United States Patent and Trademark Office, and any other appropriate domestic and foreign authorities as may be necessary or desired by Pledgor, to evidence this Release.

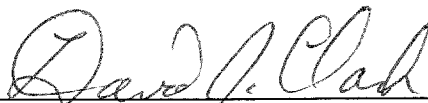
[Signature Page follows]

IN WITNESS WHEREOF, the Collateral Agent, by its duly authorized officer, has executed this Release as of the date first written above.

DEERFIELD PRIVATE DESIGN FUND III, L.P., as  
Collateral Agent

By: Deerfield Mgmt III, L.P.  
General Partner

By: J.E. Flynn Capital III, LLC  
General Partner



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

Name: David J. Clark\_\_\_\_\_

Title: Authorized Signatory\_\_\_\_\_

**Schedule A**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>Owner</u>	<u>Mark</u>	<u>Application or Registration No.</u>	<u>Country</u>	<u>Issue or Filing Date</u>
Depo NF Sub, LLC	 NUCYNTA	5,133,557	U.S.	1/31/2017
Depo NF Sub, LLC	 NUCYNTA	87/085,841	U.S.	6/28/2016
Depo NF Sub, LLC	NUCYNTA	3,732,548	U.S.	12/29/2009