

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM658119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AVENUE VENTURE OPPORTUNITIES FUND, L.P.		07/02/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	IMPEL NEUROPHARMA, INC.		
Street Address:	201 ELLIOTT AVENUE WEST		
Internal Address:	SUITE 260		
City:	SEATTLE		
State/Country:	WASHINGTON		
Postal Code:	98119		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88578186	TRUDHESA	
Serial Number:	88768014		
Serial Number:	88578191	TULIFTA	
Serial Number:	87288146	POD	
Serial Number:	87279985	IMPEL	
Serial Number:	87280001		
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853868		
Email:	rusty.close@troutman.com		
Correspondent Name:	CHRISTOPHER CLOSE		
Address Line 1:	TROUTMAN PEPPER LLP		
Address Line 2:	600 PEACHTREE STREET NE, SUITE 3000		
Address Line 4:	ATLANTA, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	030690.000085		
NAME OF SUBMITTER:	Christopher C Close, Jr.		

CH \$165.00 88578186

SIGNATURE:	/Christopher C. Close Jr./
DATE SIGNED:	07/06/2021
Total Attachments: 12 source=Oxford_Impel NeuroPharma - Executed IP Release 6_21#page1.tif source=Oxford_Impel NeuroPharma - Executed IP Release 6_21#page2.tif source=Oxford_Impel NeuroPharma - Executed IP Release 6_21#page3.tif source=Oxford_Impel NeuroPharma - Executed IP Release 6_21#page4.tif source=Oxford_Impel NeuroPharma - Executed IP Release 6_21#page5.tif source=Oxford_Impel NeuroPharma - Executed IP Release 6_21#page6.tif source=Oxford_Impel NeuroPharma - Executed IP Release 6_21#page7.tif source=Oxford_Impel NeuroPharma - Executed IP Release 6_21#page8.tif source=Oxford_Impel NeuroPharma - Executed IP Release 6_21#page9.tif source=Oxford_Impel NeuroPharma - Executed IP Release 6_21#page10.tif source=Oxford_Impel NeuroPharma - Executed IP Release 6_21#page11.tif source=Oxford_Impel NeuroPharma - Executed IP Release 6_21#page12.tif	

TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination and Release of Intellectual Property Security Agreement (this "Termination") dated as of July 2, 2021, is executed by **AVENUE VENTURE OPPORTUNITIES FUND, L.P.**, a Delaware limited partnership (the "Secured Party"), and in favor of **IMPEL NEUROPHARMA, INC.** ("Grantor"). All capitalized terms used in this Termination and not otherwise defined herein, shall have the respective meanings given to such terms in the Intellectual Property Security Agreement (defined below).

RECITALS

A. Pursuant to the Intellectual Property Security Agreement, dated as of November 5, 2020, executed by Grantor (as amended from time to time, the "Intellectual Property Security Agreement"), which was entered into in conjunction with that certain Loan and Security Agreement, dated as of November 5, 2020, between Secured Party and Grantor (as amended from time to time, the "Loan Agreement"), pursuant to which Grantor granted to Secured Party a security interest in the Intellectual Property (as defined in the Loan Agreement).

B. The Intellectual Property Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on November 5, 2020, at Reel/Frame 7097/0069, to evidence the security interest granted under the Intellectual Property Security Agreement.

C. The Intellectual Property Security Agreement was recorded with the Patent Division of the United States Patent and Trademark Office on November 5, 2020, at Reel/Frame 054287/0473, to evidence the security interest granted under the Intellectual Property Security Agreement.

D. Secured Party agrees to terminate and release its security interest in the Intellectual Property specified below.

AGREEMENT

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

1. (a) The Intellectual Property Security Agreement and (b) with respect to the Intellectual Property, the Loan Agreement, are hereby terminated and of no further force and effect.

2. Secured Party hereby expressly irrevocably and unconditionally terminates, cancels, discharges and releases such security interest in all right, title and interest of Grantor in any and all Intellectual Property, including, without limitation, all of the following and reassigns, transfers and conveys to Grantor any and all right, title and interest of Secured Party (if any) therein or thereto, including, in each instance, any and all of the foregoing granted to Secured Party pursuant to the Intellectual Property Security Agreement or Loan Agreement:

(a) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including, without limitation, the Patents described in **Exhibit A**;

(b) 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 Grantor connected with and symbolized by such trademarks (collectively, the "Trademarks"), including, without limitation, the Trademarks described in **Exhibit B**;

(c) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(d) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(e) design rights;

(f) claims for damages by way of past, present and future infringement 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;

(g) 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;

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

(i) 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.

3. Secured Party represents and warrants that it has the full power and authority to execute this Termination.

4. Secured Party hereby authorizes the Grantor or its authorized representative to record or file this Termination with the Trademark Division of the United States Patent and Trademark Office, and the United States Copyright Office, at the Grantor's sole cost and expense.

5. Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, or reassignment to the Grantor of the security interest contemplated hereby (at the Grantor's sole cost and expense).

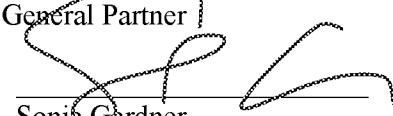
[signature on following page]

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first above written.

SECURED PARTY

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC
Its: General Partner

By: 
Name: Sonia Gardner
Title: Authorized Signatory

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

EXHIBIT A**PATENTS**

COUNTRY	TITLE	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE
AU	Nasal Drug Delivery Device	2012223160	3/5/2012	2012223160	12/1/2016
AU	Nasal Drug Delivery Device	2016256665	3/5/2012	2016256665	2/21/2019
AU	Nozzles for Nasal Drug Delivery	2012253569	5/9/2012	2012253569	5/31/2018
AU	Nozzles for Nasal Drug Delivery	2018200530	5/9/2012	2018200530	11/21/2019
AU	In-Line Nasal Delivery Device	2016321345	9/9/2016		
AU	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	2019205318	1/4/2019		
AU	Intranasal Delivery of Levodopa Powder by Precision Olfactory Device	2019205327	1/4/2019		
AU	Intranasal Delivery of Olanzapine by Precision Olfactory Device	2019205329	1/4/2019		
BR	Nasal Drug Delivery Device	1120130222492	3/5/2012		
BR	Nozzles for Nasal Drug Delivery	1120130285729	5/9/2012		
BR	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	BR1120200137448	1/4/2019		
BR	Intranasal Delivery of Levodopa Powder by Precision Olfactory Device	BR1120200137499	1/4/2019		
BR	Intranasal Delivery of Olanzapine by Precision Olfactory Device	BR112020137502	1/4/2019		

Exhibit A

COUNTRY	TITLE	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE
CA	Nasal Drug Delivery Device	2828884	3/5/2012		
CA	Nozzles for Nasal Drug Delivery	2835208	5/9/2012	2835208	8/20/2019
CA	Medical Unit Dose Container	2909954	4/28/2014		
CA	In-Line Nasal Delivery Device	2998182	9/9/2016		
CA	Intranasal Device with Inlet Interface	3081680	11/21/2018		
CA	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	3088942	1/4/2019		
CA	Intranasal Delivery of Levodopa Powder by Precision Olfactory Device	3087696	1/4/2019		
CA	Intranasal Delivery of Olanzapine by Precision Olfactory Device	3087698	1/4/2019		
CH	Nasal Drug Delivery Device	127524635	3/5/2012	2680913	5/6/2020
CH	Medical Unit Dose Container	147273205	4/28/2014	2991713	6/19/2019
CN	Nasal Drug Delivery Device	2012800214974	3/5/2012	ZL 201280021497.4	2/15/2017
CN	Nozzles for Nasal Drug Delivery	2012800299756	5/9/2012	ZL201280029975.6	8/8/2017
CN	Nozzles for Nasal Drug Delivery	201710572447X	5/9/2012		
CN	In-Line Nasal Delivery Device	2016800604598	9/9/2016		
CN	Intranasal Device with Inlet Interface	2018800752211	11/21/2018		
CN	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	2019800168821	1/4/2019		
CN	Intranasal Delivery of Levodopa Powder by Precision Olfactory Device	2019800168817	1/4/2019		

Exhibit A

COUNTRY	TITLE	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE
CN	Intranasal Delivery of Olanzapine by Precision Olfactory Device	2019800168802	1/4/2019		
DE	Nasal Drug Delivery Device	127524635	3/5/2012	2680913	5/6/2020
DE	Medical Unit Dose Container	147273205	4/28/2014	DE 60 2014 048 612.6	6/19/2019
EP	Nasal Drug Delivery Device	127524635	3/5/2012	2680913	5/6/2020
EP	Nasal Drug Delivery Device	201589827	3/5/2012		
EP	Nozzles for Nasal Drug Delivery	127816056	5/9/2012		
EP	Medical Unit Dose Container	147273205	4/28/2014	2991713	6/19/2019
EP	In-Line Nasal Delivery Device	168452290	9/9/2016		
EP	Intranasal Device with Dip Tube	188815997	11/21/2018		
EP	Intranasal Device with Inlet Interface	188807416	11/21/2018		
EP	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	197359730	1/4/2019		
EP	Intranasal Delivery of Levodopa Powder by Precision Olfactory Device	197357635	1/4/2019		
EP	Intranasal Delivery of Olanzapine by Precision Olfactory Device	197356942	1/4/2019		
FR	Nasal Drug Delivery Device	127524635	3/5/2012	2680913	5/6/2020
FR	Medical Unit Dose Container	147273205	4/28/2014	2991713	6/19/2019
GB	Nasal Drug Delivery Device	127524635	3/5/2012	2680913	5/6/2020
GB	Medical Unit Dose Container	147273205	4/28/2014	2991713	6/19/2019
HK	In-Line Nasal Delivery Device	181114966	9/9/2016		
IL	In-Line Nasal Delivery Device	257845	9/9/2016		

Exhibit A

COUNTRY	TITLE	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE
IN	Nasal Drug Delivery Device	7465DELNP2013	3/5/2012		
IN	Nozzles for Nasal Drug Delivery	9576DELNP2013	5/9/2012		
IN	In-Line Nasal Delivery Device	201847012776	9/9/2016		
IN	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	202047033483	1/4/2019		
IN	Intranasal Delivery of Levodopa Powder by Precision Olfactory Device	202047033480	1/4/2019		
IN	Intranasal Delivery of Olanzapine by Precision Olfactory Device	202047033486	1/4/2019		
JP	Nasal Drug Delivery Device	2013556677	3/5/2012	6339371	5/18/2018
JP	Nozzles for Nasal Drug Delivery	2014510444	5/9/2012	6645735	1/14/2020
JP	Nozzles for Nasal Drug Delivery	2017145911	5/9/2012		
JP	Medical Unit Dose Container	2016511782	4/28/2014		
JP	In-Line Nasal Delivery Device	2018513344	9/9/2016	6753927	8/24/2020
JP	In-Line Nasal Delivery Device	2020139519	9/9/2016		
JP	Intranasal Device with Dip Tube	2020528005	11/21/2018		
JP	Intranasal Device with Inlet Interface	2020528005	11/21/2018		
JP	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	2020537473	1/4/2019		
JP	Intranasal Delivery of Levodopa Powder by Precision Olfactory Device	2020537500	1/4/2019		
JP	Intranasal Delivery of Olanzapine by	2020537508	1/4/2019		

Exhibit A

COUNTRY	TITLE	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE
	Precision Olfactory Device				
KR	In-Line Nasal Delivery Device	1020187009528	9/9/2016		
KR	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	1020207022585	1/4/2019		
KR	Intranasal Delivery of Levodopa Powder by Precision Olfactory Device	1020207022586	1/4/2019		
KR	Intranasal Delivery of Olanzapine by Precision Olfactory Device	1020207022587	1/4/2019		
MX	In-Line Nasal Delivery Device	MXa2018002895	9/9/2016		
NZ	In-Line Nasal Delivery Device	741171	9/9/2016		
RU	Nasal Drug Delivery Device	2013144395	3/5/2012	2612506	3/9/2017
RU	Nasal Drug Delivery Device	2017105845	3/5/2012	2728583	7/30/2020
RU	Nozzles for Nasal Drug Delivery	2013154420	5/9/2012	2618084	5/2/2017
RU	Nozzles for Nasal Drug Delivery	2017113604	5/9/2012		
RU	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	2020125871	1/4/2019		
US	Nasal Drug Delivery Device	14017048	9/3/2013	9550036	1/24/2017
US	Nasal Drug Delivery Device	15338097	10/28/2016	10507295	12/17/2019
US	Nasal Drug Delivery Device	16664588	10/25/2019		
US	Nozzles for Nasal Drug Delivery	14075126	11/8/2013	9919117	3/20/2018
US	Nozzles for Nasal Drug Delivery	15844474	12/15/2017	10,940,278	03/09/2021
US	Nozzles for Nasal Drug Delivery	15890266	2/6/2018	11,007,332	05/18/2021

Exhibit A

COUNTRY	TITLE	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE
US	Medical Unit Dose Container	14787455	4/28/2014	10537692	1/21/2020
US	Medical Unit Dose Container	16695147	11/25/2019		
US	In-Line Nasal Delivery Device	15759447	9/9/2016		
US	Intranasal Device with Dip Tube	16198403	11/21/2018		
US	Intranasal Device with Inlet Interface	16198312	11/21/2018		
US	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	17062364	10/2/2020		
US	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	16240639	1/4/2019		
US	Intranasal Delivery of Levodopa Powder by Precision Olfactory Device	16240642	1/4/2019		
US	Intranasal Delivery of Olanzapine by Precision Olfactory Device	16240653	1/4/2019		
US	Respiratory Tract Delivery of Levodopa and Dopa Decarboxylase Inhibitor for Treatment of Parkinson's Disease	16517423	7/19/2019		
US	Single-Use Nasal Delivery Device	62849735	5/17/2019		
US	Single-Use Nasal Delivery Device	16875906	5/15/2020		
US	Repeated Administration of Dihydroergotamine for Treatment of Frequent Migraine Headaches	62961076	1/14/2020		

Exhibit A

COUNTRY	TITLE	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE
WO	Respiratory Tract Delivery of Levodopa and Dopa Decarboxylase Inhibitor for Treatment of Parkinson's Disease	PCTUS2019042689	7/19/2019		
WO	Nasal Drug Delivery Device	PCTUS2019066921	12/17/2019		
WO	Single-Use Nasal Delivery Device	PCTUS2020033282	5/15/2020		
ZA	In-Line Nasal Delivery Device	201801543	9/9/2016		

Exhibit A

EXHIBIT B
TRADEMARKS

Trademark	Country (Code)	Application Date	Application Number	Registration Date	Registration Number
IMPEL	Austria (AT)	6/22/2017	A0068020	6/22/2017	IR 1361080
IMPEL	Canada (CA)	6/23/2017	1844268		
IMPEL	China (CN)	6/22/2017	A0068020	6/22/2017	IR 1361080
IMPEL	EUTM (EM)	6/22/2017	A0068020	6/22/2017	IR 1361080
IMPEL	India (IN)	6/22/2017	A0068020	6/22/2017	IR 1361080
IMPEL	Japan (JP)	6/22/2017	A0068020	6/22/2017	IR 1361080
IMPEL	Mexico (MX)	6/22/2017	1934521 / A0068020		IR 1361080
IMPEL	South Korea (KR)	6/22/2017	A0068020	6/22/2017	IR 1361080
IMPEL	United Kingdom (GB)	6/22/2017	A0068020	6/22/2017	IR 1361080
IMPEL	United States (US)	12/23/2016	87279985	7/18/2017	5246085
IMPEL	WIPO (WO)	6/22/2017	A0068020	6/22/2017	IR 1361080
IMPEL (and IMPEL Logo)	Australia (AU)	9/13/2019	2037078	5/11/2020	2037078
IMPEL (in simplified Chinese characters)	China (CN)	7/21/2017	25444110	7/21/2018	25444110
IMPEL Logo	Australia (AU)	6/23/2017	A0068043	6/23/2017	IR 1362565
IMPEL Logo	Canada (CA)	6/23/2017	1844270		
IMPEL Logo	China (CN)	6/23/2017	A0068043	6/23/2017	IR 1362565
IMPEL Logo	EUTM (EM)	6/23/2017	A0068043	6/23/2017	IR 1362565
IMPEL Logo	India (IN)	6/23/2017	A0068043	6/23/2017	IR 1362565
IMPEL Logo	Japan (JP)	6/23/2017	A0068043	6/23/2017	IR 1362565
IMPEL Logo	Mexico (MX)	6/23/2017	1941236 / A0068043	6/23/2017	1976573 / IR 1362565
IMPEL Logo	South Korea (KR)	6/23/2017	A0068043	6/23/2017	IR 1362565
IMPEL Logo	United Kingdom (GB)	6/23/2017	A0068043	6/23/2017	IR 1362565
IMPEL Logo	United States (US)	12/23/2016	87280001	7/18/2017	5246088
IMPEL Logo	WIPO (WO)	6/23/2017	A0068043	6/23/2017	IR 1362565
IMPELPOD	Canada (CA)	7/2/2020	2037728		
IMPELPOD	China (CN)	8/14/2018	32866749	4/28/2019	32866749
IMPELPOD	Japan (JP)	6/4/2018	2018073552	5/10/2019	6142856
IMPELPOD	Mexico (MX)	9/13/2018	2099268		
IMPELPOD	South Korea (KR)	5/15/2018	4020180065479	2/14/2019	401447269

Exhibit B

TRADEMARK
REEL: 007346 FRAME: 0826

Trademark	Country (Code)	Application Date	Application Number	Registration Date	Registration Number
POD	Australia (AU)	6/23/2017	A0068025	6/23/2017	1868238 / IR 1361766
POD	Canada (CA)	6/23/2017	1844272		
POD	EUTM (EM)	6/23/2017	A0068025	6/12/2017	IR 1361766
POD	India (IN)	6/23/2017	A0068025	6/23/2017	IR 1361766
POD	United Kingdom (GB)	6/23/2017	A0068025	6/23/2017	IR 1361766
POD	United States (US)	1/3/2017	87288146	3/20/2018	5425969
POD	WIPO (WO)	6/23/2017	A0068025	6/23/2017	IR 1361766
TRUDHESA	Australia (AU)	2/12/2020	2068247		
TRUDHESA	Canada (CA)	2/12/2020	2011118		
TRUDHESA	China (CN)	2/13/2020	44059589		
TRUDHESA	EUTM (EM)	2/12/2020	18194677	6/13/2020	18194677
TRUDHESA	India (IN)	2/14/2020	4441189	10/22/2020	4441189
TRUDHESA	Japan (JP)	2/13/2020	2020015209		
TRUDHESA	Mexico (MX)	2/12/2020	2329211		
TRUDHESA	South Korea (KR)	2/12/2020	4020200022924		
TRUDHESA	United Kingdom (GB)	2/12/2020	3466091	8/8/2020	3466091
TRUDHESA	United States (US)	8/14/2019	88578186		
TRUDHESA Logo	United States (US)	1/21/2020	88768014		
TULIFTA	United States (US)	8/14/2019	88578191		

Exhibit B