

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BPCR LIMITED PARTNERSHIP		03/22/2022	Limited Partnership: ENGLAND
RECEIVING PARTY DATA			
Name:	ARIUS TWO, INC.		
Street Address:	801 Corporate Center Drive, Suite 210		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27607		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3473621	BEMA	
Registration Number:	3623813	BEMA	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
	<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:	2028874000		
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
Correspondent Name:	Mussie B Beyene		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington DC, D.C. 20006		
ATTORNEY DOCKET NUMBER:	687747.0046		
NAME OF SUBMITTER:	Mussie B Beyene		
SIGNATURE:	/Mussie B Beyene/		
DATE SIGNED:	03/22/2022		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of March 22, 2022 (this “*Release*”), is made by BPCR LIMITED PARTNERSHIP (as assignee of BioPharma Credit PLC) (“*Lender*”) in favor of ARIUS TWO, INC. (“*Grantor*”), as follows:

W I T N E S S E T H

WHEREAS, pursuant to the Trademark Security Agreement, dated as of May 28, 2019 (the “*Agreement*”), and recorded with the United States Patent and Trademark Office (the “*USPTO*”) on May 29, 2019 at Reel/Frame 6655/0729, as collateral security for the payment and performance in full of all the obligations, liabilities and indebtedness owing to Lender, Grantor pledged and granted to Lender, for the benefit of Lender and the other Secured Parties (as set forth in the Loan Agreement, dated as of May 28, 2019, by and among Lender (as assignee of BioPharma Credit PLC), BioDelivery Sciences International, Inc. (as Borrower), Grantor (as a Guarantor), and Arius Pharmaceuticals, Inc. (as a Guarantor), the “*Loan Agreement*”), a lien on and security interest in all of the right, title and interest of such Grantor in and to the Trademark Collateral (as defined in the Agreement) including, without limitation, those Trademarks (as defined in the Loan Agreement) of such Grantor listed on Schedule I attached hereto; and

WHEREAS, pursuant to the Payoff Letter dated March 22, 2022 (“*Payoff Letter*”), Lender has released, in favor of the Grantor, all of its security interest, right, title and interest in, to and under the Trademark Collateral together with all associated goodwill, including, without limitation, those Trademarks of such Grantor listed on Schedule I attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and as set forth in the Payoff Letter, Lender hereby terminates the Agreement and terminates, releases and re-conveys to Grantor, without recourse, any and all of Lender’s right, title and interest in and to the Trademark Collateral, together with all associated goodwill, including, without limitation, those Trademarks of such Grantor listed on Schedule I attached hereto.

Lender confirms that this Release may be filed along with any other necessary documentation with the USPTO to evidence the release granted herein, as desired by Grantor. Lender authorizes Grantor, any of the Grantors’ authorized representatives, any new lender to the Grantor or any of such new lender’s authorized representatives to (i) record this Release with the USPTO and other applicable registry at the sole expense of Grantor and (ii) file UCC financing statement terminations with the applicable filing office in order to memorialize the release of any Lien on, or security interest in, the Trademark Collateral. Lender agrees to provide Grantor with any information and additional authorization necessary to effect the release of the security interest in the Trademark Collateral. The validity, interpretation and enforcement of this Release and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by and construed in accordance with the terms and conditions of the Payoff Letter and this Release is expressly subject thereto.

Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

Delivery of an executed signature page to this Release by facsimile or electronic transmissions (including .pdf file) shall be effective as delivery of an original signature.

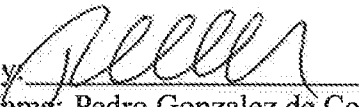
[Signature Page Follows]

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

BPCR LIMITED PARTNERSHIP

By: Pharmakon Advisors, LP, its
Investment Manager

By: Pharmakon Management I, LLC, its
General Partner

By: 
Name: Pedro Gonzalez de Cosio
Title: Managing Member

**SCHEDULE I TO
RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

<u>Name of Entity</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Arius Two, Inc.	USA	BEMA	7/22/2008	Registered	3473621
Arius Two, Inc.	USA	BEMA	5/19/2009	Registered	3623813
Arius Two, Inc.	European Union	BEMA	10/11/2007	Registered	4097416
Arius Two, Inc.	Australia	BEMA	11/04/2004	Registered	1028272