

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM801087

<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>
Midcap Financial Trust		04/06/2023	Statutory Trust: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BioCryst Pharmaceuticals, Inc.		
<b>Street Address:</b>	4505 Emperor Blvd.		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27703		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	MDCP, LLC		
<b>Street Address:</b>	4505 Emperor Blvd.		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27703		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6502554	BIO CRYST	
<b>Registration Number:</b>	5549799	BIO CRYST	
<b>Registration Number:</b>	5549798	DELIVERING EXTRAORDINARY. EMPOWERING ORD	
<b>Registration Number:</b>	6403863	ORLADEYO	
<b>Registration Number:</b>	6608643		
<b>Registration Number:</b>	6502555		
<b>Serial Number:</b>	87897786	JORLAH	
<b>Serial Number:</b>	87897806	ORLADEO	
<b>Serial Number:</b>	87897828	JORLAVIVE	
<b>Serial Number:</b>	87897842	ORDAYBA	
<b>Serial Number:</b>	87897852	JORLADEYO	
<b>CORRESPONDENCE DATA</b>			

CH \$290.00 6502554

**Fax Number:** 9494754754

***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:** 949-451-3800

**Email:** skann@gibsondunn.com

**Correspondent Name:** Stephanie Kann

**Address Line 1:** 3161 Michelson Drive

**Address Line 2:** Gibson, Dunn & Crutcher LLP

**Address Line 4:** Irvine, CALIFORNIA 92612

<b>ATTORNEY DOCKET NUMBER:</b>	12412-00023
--------------------------------	-------------

<b>NAME OF SUBMITTER:</b>	Stephanie Kann
---------------------------	----------------

<b>SIGNATURE:</b>	/stephanie kann/
-------------------	------------------

<b>DATE SIGNED:</b>	04/06/2023
---------------------	------------

**Total Attachments: 4**

source=MidCap - BioCryst - Release of Intellectual Property Security Interest for trademarks at Reel6408 Frame (007)#page1.tif

source=MidCap - BioCryst - Release of Intellectual Property Security Interest for trademarks at Reel6408 Frame (007)#page2.tif

source=MidCap - BioCryst - Release of Intellectual Property Security Interest for trademarks at Reel6408 Frame (007)#page3.tif

source=MidCap - BioCryst - Release of Intellectual Property Security Interest for trademarks at Reel6408 Frame (007)#page4.tif

**RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST**

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this “Release”) is made as of April 6, 2023, by **MIDCAP FINANCIAL TRUST**, in its capacity as Agent under (and as defined in) the Intellectual Property Security Agreement referred to below (the “Agent”) for the benefit of **BIOCRIST PHARMACEUTICALS, INC.**, a Delaware corporation, and **MDCP, LLC**, a Delaware limited liability company (each a “Grantor” and collectively, the “Grantors”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement (as defined below) or the IP Security Agreement (as defined below) as applicable.

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

WHEREAS, the Grantors and Agent were parties to that certain (i) Credit and Security Agreement, dated as of September 23, 2016 (as the same may be amended, modified, or supplemented from time to time, the “Credit Agreement”); and (ii) Intellectual Property Security Agreement, dated as of September 23, 2016 (as the same may be amended, modified, or supplemented from time to time, the “IP Security Agreement”), pursuant to which the Grantors granted to the Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantors in, to and under the Intellectual Property Collateral (as defined in the IP Security Agreement), including the trademarks set forth on Schedule A; and

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office (“USPTO”) on August 9, 2018 at Reel 6408 and Frame 0819; and

WHEREAS, the Grantors have requested that the Agent release, and the Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Intellectual Property Collateral, including, without limitation, the trademarks set forth on Schedule A hereto.

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

1. The Agent does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Credit Agreement or IP Security Agreement to the Intellectual Property Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule A hereto, the goodwill of the business symbolized by the trademarks and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Agent in such Intellectual Property Collateral shall hereby terminate, cease and become void. The Agent hereby assigns, transfers and conveys any and all right, title or interest of the Agent in the Intellectual Property Collateral to the Grantors.

2. The Agent, on behalf of itself and the Secured Parties, does hereby terminate and cancel the IP Security Agreement.

3. The Agent hereby authorizes the Grantors or the Grantors' authorized representative to (i) record this Release with the USPTO, and/or (ii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Grantors any and all further documents and instruments prepared by the Grantors, and do any and all further acts which the Grantors (or its agents or designees) reasonably request (at the Grantors' sole cost and expense) in order to confirm this Release and the Grantors' right, title and interest in, to and under the Intellectual Property Collateral.

4. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.


[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Intellectual Property Security Interest to be executed and delivered as of the date first written above.

**MIDCAP FINANCIAL TRUST**, as Agent

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

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




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

Name: Maurice Amsellem

Title: Authorized Signatory

## SCHEDULE A

### TRADEMARK APPLICATIONS AND REGISTRATIONS

Country	Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner
U.S.		Filing Date 1/4/2018 Reg. Date 9/28/2021	Serial No. 87/743,886 Reg. No. 6,502,554	Registered	BioCryst Pharmaceuticals, Inc.
U.S.		Filing Date 1/9/2018 Reg. Date 8/28/2018	Serial No. 87/748,718 Reg. No. 5,549,799	Registered	BioCryst Pharmaceuticals, Inc.
U.S.	DELIVERING EXTRAORDINARY. EMPOWERING ORDINARY.	Filing Date 1/9/2018 Reg. Date 8/28/2018	Serial No. 87/748,712 Reg. No. 5,549,798	Registered	BioCryst Pharmaceuticals, Inc.
U.S.	ORLADEYO	Filing Date 4/27/2018 Reg. Date 6/29/2021	Serial No. 87/897,816 Reg. No. 6,403,863	Registered	BioCryst Pharmaceuticals, Inc.
U.S.		Filing Date 1/9/2018 Reg. Date 1/4/2022	Serial No. 87/748,724 Reg. No. 6,608,643	Registered	BioCryst Pharmaceuticals, Inc.
U.S.		Filing Date 1/4/2018 Reg. Date 9/28/2021	Serial No. 87/743,895 Reg. No. 6,502,555	Registered	BioCryst Pharmaceuticals, Inc.
U.S.	JORLAH	Filing Date 4/27/2018	Serial No. 87/897,786	Abandoned	BioCryst Pharmaceuticals, Inc.
U.S.	ORLADEO	Filing Date 4/27/2018	Serial No. 87/897,806	Abandoned	BioCryst Pharmaceuticals, Inc.
U.S.	JORLAVIVE	Filing Date 4/27/2018	Serial No. 87/897,828	Abandoned	BioCryst Pharmaceuticals, Inc.
U.S.	ORDAYBA	Filing Date 4/27/2018	Serial No. 87/897,842	Abandoned	BioCryst Pharmaceuticals, Inc.
U.S.	JORLADEYO	Filing Date 4/27/2018	Serial No. 87/897,852	Abandoned	BioCryst Pharmaceuticals, Inc.

106216552.1

V4128-4591-5206 v2

RECORDED: 04/06/2023

**TRADEMARK**  
**REEL: 008035 FRAME: 0868**