

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Midcap Financial Trust		04/06/2023	Statutory Trust: DELAWARE
RECEIVING PARTY DATA			
Name:	BioCryst Pharmaceuticals, Inc.		
Street Address:	4505 Emperor Blvd.		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27703		
Entity Type:	Corporation: DELAWARE		
Name:	MDCP, LLC		
Street Address:	4505 Emperor Blvd.		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27703		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2902002	BIOCRYST PHARMACEUTICALS, INC.	
Registration Number:	3974836	BIOCRYST PHARMACEUTICALS, INC.	
Registration Number:	3974837	BIOCRYST	
Registration Number:	4096431	BIOCRYST	
Registration Number:	3966596		
Serial Number:	86461211		
Registration Number:	4074214	DESIGN. OPTIMIZE. DELIVER.	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		

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Correspondent Name: Stephanie Kann
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER: 12412-00023

NAME OF SUBMITTER: Stephanie Kann

SIGNATURE: /stephanie kann/

DATE SIGNED: 04/06/2023

Total Attachments: 4

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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 **BIOCRYST 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 September 26, 2016 at Reel 5884 and Frame 0114; 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.	BIOCRYST PHARMACEUTICALS, INC.	Filing Date 6/11/2002 Reg. Date 11/9/2004	Serial No. 76/420,562 Reg. No. 2,902,002	Registered	BioCryst Pharmaceuticals, Inc.
U.S.	BIOCRYST PHARMACEUTICALS, INC.	Filing Date 8/14/2007 Reg. Date 6/7/2011	Serial No. 77/254,489 Reg. No. 3,974,836	Registered	BioCryst Pharmaceuticals, Inc.
U.S.	BIOCRYST	Filing Date 8/14/2007 Reg. Date 6/7/2011	Serial No. 77/254,497 Reg. No. 3,974,837	Registered	BioCryst Pharmaceuticals, Inc.
U.S.	BIOCRYST	Filing Date 8/14/2007 Reg. Date 2/7/2012	Serial No. 77/254,503 Reg. No. 4,096,431	Cancelled	BioCryst Pharmaceuticals, Inc.
U.S.		Filing Date 8/14/2007 Reg. Date 5/24/2011	Serial No. 77/254,506 Reg. No. 3,966,596	Cancelled	BioCryst Pharmaceuticals, Inc.
U.S.		Filing Date 11/21/2014	Serial No. 86/461,211	Abandoned	BioCryst Pharmaceuticals, Inc.
U.S.	DESIGN. OPTIMIZE. DELIVER.	Filing Date 5/19/2011 Reg. Date 12/20/2011	Serial No. 85/324,610 Reg. No. 4,074,214	Cancelled	BioCryst Pharmaceuticals, Inc.

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