

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BIODELIVERY SCIENCES INTERNATIONAL, INC.		02/12/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SCILEX HOLDING COMPANY		
Street Address:	960 San Antonio Road		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88294114	ELYXYB	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	APRILWHITE@PAULHASTINGS.COM		
Correspondent Name:	PAUL HASTINGS		
Address Line 1:	4747 EXECUTIVE DR., 12TH FLOOR		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	95597.00013		
NAME OF SUBMITTER:	April White		
SIGNATURE:	/April White/		
DATE SIGNED:	04/20/2023		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment Agreement") is made this 12th day of February, 2023 (the "Effective Date"), by and between BioDelivery Sciences International, Inc., a Delaware corporation ("Assignor"), and Scilex Holding Company, a Delaware corporation ("Assignee"). Unless otherwise specifically provided herein, all capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of February 12, 2023 (as may be amended from time to time, the "Asset Purchase Agreement") by and between Assignor, Assignee and Collegium Pharmaceutical, Inc., Assignor has agreed to assign to Assignee the trademarks described herein together with such other assets as described in the Asset Purchase Agreement; and

WHEREAS, Assignor has adopted and is using the trademarks described in Exhibit A, attached hereto and made a part hereof (the "Product Trademarks"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignee desires to purchase from Assignor, and Assignor has agreed to sell to Assignee, as of the Effective Date all right, title and interest in and to the Product Trademarks as part of the transfer of all or substantially all of the assets of a going business solely related thereto in the United States and Canada as set forth in the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Conveyance and Acceptance of Product Trademarks. Upon the terms and subject to the conditions of the Asset Purchase Agreement, effective as of the date of the Closing, Assignor hereby, irrevocably, without reservation, sells, transfers, grants, assigns and conveys (and shall cause to be sold, transferred, granted, assigned and conveyed) to Assignee, free and clear of all Liens other than the Permitted Liens, and Assignee hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in and to the Product Trademarks (including any common law rights that may exist and are associated therewith) in the United States and Canada, together with the goodwill of the business associated with the Product Trademarks in the United States and Canada, and any and all of Assignor's other rights, privileges, and priorities provided under applicable law with respect to the Product Trademarks in the United States and Canada.

2. Due Authorization. Assignor hereby authorizes and requests the Commissioner for Patents and Product Trademarks of the United States and any other official of any applicable governmental authority to record Assignee as the assignee and owner of the Product Trademarks, and to issue any and all registrations from any and all applications for registration included in the Product Trademarks in and to the name of Assignee.

3. Further Assurances. At Assignee's sole cost and expense, the Assignor shall execute and deliver such additional documents, instruments, conveyances and assurances, prepared by Assignee, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment Agreement, including the recordation of this Agreement and perfection of Assignee's interest in and to the Product Trademarks in the Territory.

4. Purchase Agreement Controls. Nothing in this Assignment Agreement shall be deemed to supersede, diminish, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which survive the execution and delivery of this Assignment Agreement as provided and subject to the limitations set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between any of the

terms of the Asset Purchase Agreement and any of the terms hereof, the applicable terms of the Asset Purchase Agreement shall govern and control.

5. Assignment; Governing Law; Jurisdiction. This Assignment Agreement and the provisions herein contained shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns. The provisions of Section 8.9 (*Governing Law*) and Section 8.10 (*Consent to Jurisdiction; Service of Process; Waiver of Jury Trial*) of the Asset Purchase Agreement shall apply to this Assignment Agreement, *mutatis mutandis*.

6. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Assignment Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment Agreement.

[Remainder of this page intentionally left blank. Signatures on following page.]

IN WITNESS WHEREOF, the parties, through their duly authorized representatives have executed this Assignment Agreement on the date first set above.

ASSIGNOR:

**BIODELIVERY SCIENCES INTERNATIONAL,
INC.**

By: Colleen Tupper
Name: Colleen Tupper
Its: Chief Financial Officer and Secretary

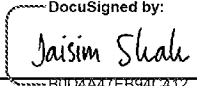
[Signature Page to Assignment of Trademarks]

**TRADEMARK
REEL: 008047 FRAME: 0471**

IN WITNESS WHEREOF, the parties, through their duly authorized representatives have executed this Assignment Agreement on the date first set above.

ASSIGNEE:

SCILEX HOLDING COMPANY

By:  _____
Name: Jaisim Shah
Its: Chief Executive Officer and President

[Signature Page to Assignment of Trademarks]

EXHIBIT A

Product Trademarks

Mark	Country	Serial Number	Filing Date	Status
ELYXYB	USA	88294114	02/08/2019	Live and allowed on 01/28/2020
	USA	Not Available	Not Available	Not Available