

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM540662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Optinose AS		09/12/2019	Corporation: NORWAY
RECEIVING PARTY DATA			
Name:	BIOPHARMA CREDIT PLC, as Collateral Agent		
Street Address:	C/O BEAUFORT HOUSE, 51 NEW NORTH ROAD		
City:	EXETER		
State/Country:	UNITED KINGDOM		
Postal Code:	EX4 4EP		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5508817	OPTINOSE	
Registration Number:	5549459	OPTINOSE	
Registration Number:	5549458	OPTINOSE	
Registration Number:	4762744	BREATH POWERED	
Registration Number:	4721890	BREATH POWERED	
Registration Number:	5503443	XHANCE	
Registration Number:	5520935	XHANCE	
Registration Number:	5549460	XHANCE	
Registration Number:	5549461	XHANCE	
Serial Number:	88301782	EDS	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	BoxIP@hoganlovells.com		
Correspondent Name:	Rachel Fleeson		
Address Line 1:	8350 Broad Street, 17th Floor		
Address Line 4:	Tysons, VIRGINIA 22102		

CH \$265.00 5508817

ATTORNEY DOCKET NUMBER:	031561.000013
NAME OF SUBMITTER:	Rachel S. Fleeson
SIGNATURE:	/rsf/
DATE SIGNED:	09/13/2019
Total Attachments: 4 source=OptiNose Pharmakon TM Security Agreement#page1.tif source=OptiNose Pharmakon TM Security Agreement#page2.tif source=OptiNose Pharmakon TM Security Agreement#page3.tif source=OptiNose Pharmakon TM Security Agreement#page4.tif	

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:


Please be advised that pursuant to the Security Agreement dated as of September 12, 2019 (as the same may be amended, modified, restated or supplemented from time to time, the "Security Agreement") by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and BioPharma Credit PLC, as Collateral Agent (the "Collateral Agent") for the Purchasers and the other Secured Parties referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks, trademark licenses and trademark applications set forth on Schedule 1 attached hereto to the Collateral Agent for the ratable benefit of the Purchasers and the other Secured Parties.

The undersigned Grantor and the Collateral Agent, on behalf of the Purchasers and the other Secured Parties, hereby acknowledge and agree that the security interest in and lien on the trademarks, trademark licenses and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark, trademark license or trademark application.

[Signature pages follow]

Very truly yours,

OPTINOSE AS,
a Norwegian private limited liability company

By: 

Name: Helena Djupesland

Title: Member of the Board of Directors

By: 

Name: Per Djupesland

Title: Member of the Board of Directors

Acknowledged and Accepted:

BIOPHARMA CREDIT PLC,
a public limited company incorporated under the laws of England and Wales

By _____

Name:

Title:

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 006743 FRAME: 0685

Very truly yours,

OPTINOSE AS,
a Norwegian private limited liability company

By: _____
Name:
Title:

Acknowledged and Accepted:

BIOPHARMA CREDIT PLC,
a public limited company incorporated under the laws of England and Wales

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

Pharmakon Advisors, LP
Its Investment Manager

Pharmakon Management I, LLC
Its General Partner

Schedule I
Trademarks, Trademark Licenses and Trademark Applications

Owner	Trademark	Country	Registration/(Application) Number	Registration/(Filing) Date
OptiNose AS	OPTINOSE [word]	US	5508817	July 3, 2018
OptiNose AS	OPTINOSE [logo]	US	5549459	August 28, 2018
OptiNose AS	OPTINOSE	US	5549458	August 28, 2018
OptiNose AS	BREATH POWERED	US	4762744	June 30, 2015
OptiNose AS	BREATH POWERED	US	4721890	April 14, 2015
OptiNose AS	XHANCE	US	5503443	June 26, 2018
OptiNose AS	XHANCE	US	5520935	July 17, 2018
OptiNose AS	XHANCE Logo (in color)	US	5549460	August 28, 2018
OptiNose AS	XHANCE Logo (black & white)	US	5549461	August 28, 2018
OptiNose AS	EDS	US	(88301782)	(February 14, 2019)