

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3616278

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
KREOS CAPITAL IV (UK) LIMITED	10/09/2015
RECEIVING PARTY DATA	
Name:	NABRIVA THERAPEUTICS AG
Street Address:	LEBERSTRASSE 20
City:	WIEN
State/Country:	AUSTRIA
Postal Code:	1110
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	11814672
Application Number:	11814673
CORRESPONDENCE DATA	
Fax Number:	(949)760-9502
<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:	8587074000
Email:	efiling@knobbe.com
Correspondent Name:	KNOBBE MARTENS OLSON & BEAR LLP
Address Line 1:	2040 MAIN STREET
Address Line 2:	14TH FLOOR
Address Line 4:	IRVINE, CALIFORNIA 92614
ATTORNEY DOCKET NUMBER:	KSCHW2.002APC
NAME OF SUBMITTER:	ROSE M. THIESSEN
SIGNATURE:	/Rose M. Thiessen/
DATE SIGNED:	11/13/2015
Total Attachments: 5	
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Execution Copy



DATED

9th October

2015

- (1) KREOS CAPITAL IV (UK) LIMITED
- (2) NARBRIVA THERAPEUTICS AG

RELEASE AGREEMENT

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DAC18835977/7

PATENT
REEL: 037040 FRAME: 0322

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THIS RELEASE AGREEMENT is made the 9th day of October 2015

PARTIES

- (1) KREOS CAPITAL IV (UK) LIMITED incorporated and registered in England and Wales with company number 07758282 whose registered office is at 25-28 Old Burlington Street, London W1S 2AN ("the Lender"); and
- (2) NABRIVA THERAPEUTICS AG a stock corporation organised under the laws of the Republic of Austria, whose registered office is at Leberstraße 20, 1110 Wien, registered at the Commercial Register of the Republic of Austria under registration number FN 269261y ("the Company").

BACKGROUND

- (A) Under the IP Pledge Agreement, the Company granted to the Lender a pledge over the existing and future intellectual property rights owned by the Company as further particularised in the IP Pledge Agreement.
- (B) The Lender has agreed to fully release the IP Pledge created under the IP Pledge Agreement and to fully release the Company from all obligations under the IP Pledge Agreement.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

Terms defined in the IP Pledge Agreement shall have the same meaning when used in this release agreement. In addition, the definition below apply in this release agreement.

IP Pledge Agreement	the pledge agreement relating to the intellectual property of the Company dated 4 July 2014, entered into between the Company and the Lender, as amended or supplemented from time to time and any other separate intellectual property security agreement entered into in relation thereto (in particular with reference to its clause 4.3(b) (<i>Further Assistance</i>));
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2 RELEASE

2.1 The Lender hereby

2.1.1 absolutely, irrevocably and unconditionally:

- (a) releases the IP Pledge created by the Company by or pursuant to the IP Pledge Agreement; and

- (b) releases the Company from all its covenants, liabilities and obligations by or pursuant to the IP Pledge Agreement; and
 - (c) waives all rights, ancillary rights and authorizations granted to it under the IP Pledge Agreement;
 - 2.1.2 will return all documents or copies relating to the IP Pledge Agreement previously handed over by the Company to the Lender without undue delay, including the power of attorney issued by the Company pursuant to clause 12.(b) of the IP Pledge Agreement; and
 - 2.1.3 explicitly authorizes the Company to remove or otherwise set aside all acts of publicity with regard to the IP Pledge, including any marks (*Buchvermerke*) in the Company's books and accounts and notifications to any Third Party which has previously been informed about the IP Pledge pursuant to clause 4.2(ii) of the IP Pledge Agreement.
- 2.2 The Company hereby accepts the release set out in clause 2.1.

3 FURTHER ASSURANCE

The Lender shall, at the request and cost of the Company, promptly execute and deliver such documents and perform all such acts as the Company may require to give full effect to the releases contained in clause 2 in any relevant jurisdiction, in particular the Lender will provide any and all assistance to the Company in order to effect the deregistration of the IP Pledge in any register in any jurisdiction.

4 COSTS

The Company shall, promptly on demand, pay to, or reimburse, the Lender, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) reasonably incurred by the Lender in connection with the negotiation, preparation and execution of this release agreement and any related documents.

5 INVALIDITY

The illegality, invalidity or unenforceability of any provision of this release agreement or any omission from this Agreement shall not affect the legality, validity or enforceability of this Agreement or any of its other provisions. Any illegal, invalid or unenforceable provision shall be replaced by the parties hereto by a provision, or any omission shall be rectified by incorporation of a provision, which best achieves the commercial effect that the parties hereto intended thereby.

6 COUNTERPARTS

This release agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one release agreement .

7 GOVERNING LAW AND JURISDICTION

This release agreement and any non-contractual obligations arising out of or in relation thereto shall be governed by and construed in accordance with the laws of the Republic of Austria without giving effect to any statutory conflict of laws provision or rule that would cause the application of the law of any other jurisdiction other than Austria.

The place of jurisdiction for the parties hereto (including in relation to disputes relating to non-contractual obligations arising out of or in relation to this release agreement) shall be Vienna (Commercial Court), Republic of Austria. The Lender shall, however, also be entitled to take legal action against the Company before any other competent court of law having jurisdiction over the Company or any of its assets.

This release agreement has been executed takes effect on the date stated at the beginning of it.

SIGNATURES

NABRIVA THERAPEUTICS AG

By:

Name:

Location:

Geoff L. S.
Ralf Schmidt
Vienna, Austria 9.10.2015

KREOS CAPITAL IV (UK) LIMITED

By:

Name: Maurizio Petitbon

Location:

London.