

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5892773

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MIDCAP BUSINESS CREDIT, LLC	01/02/2020
RECEIVING PARTY DATA	
Name:	SOVEREIGN PHARMACEUTICALS, LLC
Street Address:	7590 SAND STREET
City:	FORT WORTH
State/Country:	TEXAS
Postal Code:	76118
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	10105324
Patent Number:	10098856
Patent Number:	9844538
Patent Number:	9808431
Patent Number:	9592197
Patent Number:	9549907
Patent Number:	9492541
Patent Number:	9364451
Patent Number:	9308164
Patent Number:	8653135
CORRESPONDENCE DATA	
Fax Number:	(800)914-4240
<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:	8007130755
Email:	Results-UCCTeam4@wolterskluwer.com
Correspondent Name:	CT CORPORATION
Address Line 1:	4400 EASTON COMMONS WAY
Address Line 2:	SUITE 125
Address Line 4:	COLUMBUS, OHIO 43219
NAME OF SUBMITTER:	ALEXANDER THURMOND

PATENT

SIGNATURE:	/Alexander Thurmond/
DATE SIGNED:	01/03/2020
Total Attachments: 6 source=IP Filing#page1.tif source=IP Filing#page2.tif source=IP Filing#page3.tif source=IP Filing#page4.tif source=IP Filing#page5.tif source=IP Filing#page6.tif	

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

MidCap Business Credit, LLC

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Sovereign Pharmaceuticals, LLC

Internal Address: 7590 Sand Street

Street Address: 7590 Sand Street

City: Fort Worth

State: Texas

Country: USA Zip: 76118

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) January 2, 2020

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Release of Intellectual Property Security Interest

4. Application or patent number(s):

This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

10,105,324; 10,098,856; 9,844,538; 9,808,431

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Alexander Thurmond

Internal Address: _____

Street Address: 201 17th St. NW, Suite 1700

City: Atlanta

State: GA Zip: 30363

Phone Number: (404)322-6718

Docket Number: _____

Email Address: alex.thurmond@nelsonmullins.com

6. Total number of applications and patents involved: 10

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

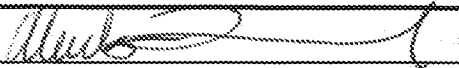
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

1/3/2020

Date

Alexander Thurmond

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

CONTINUATION OF ITEM 4B

PATENTS

Patent Number	Filing Date	Expiration Date	Title
9,592,197	12/16/2004	12/16/2024	Dosage form containing diphenhydramine and another drug
9,549,907	11/13/2015	11/13/2035	Immediate release oral guaifenesin solution
9,492,541	09/14/2004	09/14/2024	Phenylephrine containing dosage form
9,364,451	01/07/2014	02/07/2027	Alternating sympathomimetic therapy for the treatment of respiratory ailments
9,308,164	06/30/2004	06/30/2024	Hyoscyamine dosage form
8,653,135	02/02/2007	02/07/2027	Alternating sympathomimetic therapy for the treatment of respiratory ailments

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of January 2, 2020 and granted by MidCap Business Credit, LLC, a Texas Limited Liability Company (the “**Lender**”), in favor of Sovereign Pharmaceuticals, LLC, a Texas Limited Liability Company (the “**Grantor**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain MidCap Business Credit LLC Loan and Security Agreement dated as of December 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan and Security Agreement**”) among the Grantor and its affiliates, and the Lender, the Grantor executed and delivered to the Lender that certain Patent Security Agreement by and between the Grantor and the Lender dated as of December 20, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**” and, together with the Loan and Security Agreement, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Lender a security interest in and to all of the right, title and interest of such Grantor in, to and under the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office at Reel 047890, Frame 0729 on January 3, 2019; and

WHEREAS, the Grantor has requested that the Lender enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Lender may have in the IP Collateral pursuant to the Security Agreements.

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

1. Release of Security Interest. The Lender, for itself and on behalf of its successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**IP Collateral**”):

(a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all license and other agreements in which such Grantor has granted or is granted a license or other right under any Patent, including the agreements set forth in Schedule 1 hereto;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

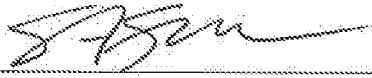
(e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. The Lender agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, the Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MidCap Business Credit LLC
as Lender

By:  _____

Name: Steven A. Samson

Title: President

Address for Notices:
433 South Main Street
West Hartford, Connecticut 06110

SCHEDULES

SCHEDULE 1

PATENTS

Patent Number	Filing Date	Expiration Date	Title
10,105,324	10/30/2017	11/13/2035	Immediate release oral guaifenesin solution
10,098,856	06/02/2016	02/07/2027	Alternating sympathomimetic therapy for the treatment of respiratory ailments
9,844,538	04/01/2016	06/30/2024	Hyoscyamine dosage form
9,808,431	01/09/2017	11/13/2035	Immediate release oral guaifenesin solution
9,592,197	12/16/2004	12/16/2024	Dosage form containing diphenhydramine and another drug
9,549,907	11/13/2015	11/13/2035	Immediate release oral guaifenesin solution
9,492,541	09/14/2004	09/14/2024	Phenylephrine containing dosage form
9,364,451	01/07/2014	02/07/2027	Alternating sympathomimetic therapy for the treatment of respiratory ailments
9,308,164	06/30/2004	06/30/2024	Hyoscyamine dosage form
8,653,135	02/02/2007	02/07/2027	Alternating sympathomimetic therapy for the treatment of respiratory ailments