

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BPCR LIMITED PARTNERSHIP		03/22/2022	Limited Partnership: ENGLAND
RECEIVING PARTY DATA			
Name:	BIODELIVERY SCIENCES INTERNATIONAL, INC.		
Street Address:	801 Corporate Center Drive, Suite 210		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27607		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4761530	BIODELIVERY SCIENCES	
Registration Number:	3527341	BDSI	
Registration Number:	4946787	BELBUCA	
Serial Number:	88294114	ELYXYB	
Serial Number:	87660099	BELBUCA (BUPRENORPHINE) BUCCAL FILM 75 1	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
Correspondent Name:	Mussie B Beyene		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington DC, D.C. 20006		
ATTORNEY DOCKET NUMBER:	687747.0046		
NAME OF SUBMITTER:	Mussie B Beyene		
SIGNATURE:	/Mussie B Beyene/		
DATE SIGNED:	03/22/2022		

CH \$140.00 4761530

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of March 22, 2022 (this “*Release*”), is made by BPCR LIMITED PARTNERSHIP (AS ASSIGNEE OF BioPharma Credit PLC) (“*Lender*”) in favor of BIODELIVERY SCIENCES INTERNATIONAL, INC. (“*Grantor*”), as follows:

WITNESSETH

WHEREAS, pursuant to the Trademark Security Agreement, dated as of May 28, 2019 (the “*Agreement*”), and recorded with the United States Patent and Trademark Office (the “*USPTO*”) on May 29, 2019 at Reel/Frame 6655/0907, as amended on September 28, 2021, as collateral security for the payment and performance in full of all the obligations, liabilities and indebtedness owing to Lender, Grantor pledged and granted to Lender, for the benefit of Lender and the other Secured Parties (as set forth in the Loan Agreement, dated as of May 28, 2019, by and among Lender (as assignee of BioPharma Credit PLC), Grantor (as Borrower), Arius Two, Inc. (as a Guarantor), and Arius Pharmaceuticals, Inc. (as a Guarantor), the “*Loan Agreement*”), a lien on and security interest in all of the right, title and interest of such Grantor in and to the Trademark Collateral (as defined in the Agreement) including, without limitation, those Trademarks (as defined in the Loan Agreement) of such Grantor listed on Schedule I attached hereto; and

WHEREAS, pursuant to the Payoff Letter dated March 22, 2022 (“*Payoff Letter*”), Lender has released, in favor of the Grantor, all of its security interest, right, title and interest in, to and under the Trademark Collateral together with all associated goodwill, including, without limitation, those Trademarks of such Grantor listed on Schedule I attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and as set forth in the Payoff Letter, Lender hereby terminates the Agreement and terminates, releases and re-conveys to Grantor, without recourse, any and all of Lender’s right, title and interest in and to the Trademark Collateral, together with all associated goodwill, including, without limitation, those Trademarks of such Grantor listed on Schedule I attached hereto.

Lender confirms that this Release may be filed along with any other necessary documentation with the USPTO to evidence the release granted herein, as desired by Grantor. Lender authorizes Grantor, any of the Grantors’ authorized representatives, any new lender to the Grantor or any of such new lender’s authorized representatives to (i) record this Release with the USPTO and other applicable registry at the sole expense of Grantor and (ii) file UCC financing statement terminations with the applicable filing office in order to memorialize the release of any Lien on, or security interest in, the Trademark Collateral. Lender agrees to provide Grantor with any information and additional authorization necessary to effect the release of the security interest in the Trademark Collateral. The validity, interpretation and enforcement of this Release and any dispute arising out of the relationship between the parties hereto, whether in contract,

tort, equity or otherwise, shall be governed by and construed in accordance with the terms and conditions of the Payoff Letter and this Release is expressly subject thereto.

Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

Delivery of an executed signature page to this Release by facsimile or electronic transmissions (including .pdf file) shall be effective as delivery of an original signature.

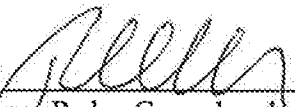
[Signature Page Follows]

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

BPCR LIMITED PARTNERSHIP

By: Pharmakon Advisors, LP, its
Investment Manager


By: Pharmakon Management I, LLC, its
General Partner


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

**SCHEDULE I TO
RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

All Trademarks listed below are owned by BioDelivery Sciences International, Inc.:

<u>Name of Entity</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
BioDelivery Sciences International, Inc.	USA		6/23/2015	Registered	4761530
BioDelivery Sciences International, Inc.	USA	BDSI	11/4/2008	Registered	3527341
BioDelivery Sciences International, Inc.	USA		Filing Date 10/25/2017	Abandoned	87660099
BioDelivery Sciences International, Inc.	USA	BELBUCA	4/26/2016	Registered	4946787
BioDelivery Sciences International, Inc.	Brazil	BELBUCA	9/24/2014	Registered	908340753
BioDelivery Sciences International, Inc.	Canada	BELBUCA	9/16/2014	Registered	TMA932689
BioDelivery Sciences International, Inc.	European Union	BELBUCA	9/16/2014	Registered	1228983
BioDelivery Sciences International, Inc.	International	BELBUCA	9/16/2014	Registered	1228983
BioDelivery Sciences International, Inc.	Mexico	BELBUCA	9/16/2014	Registered	1581879
BioDelivery Sciences International, Inc.	Norway	BELBUCA	9/16/2014	Registered	1228983
BioDelivery Sciences International, Inc.	South Africa	BELBUCA	Filing Date 9/18/2014	Pending	2104/25362
BioDelivery Sciences International, Inc.	Switzerland	BELBUCA	9/16/2014	Registered	1228983
BioDelivery Sciences International, Inc.	Canada		10/26/2017 (Application Date)	Abandoned	Serial No. 1864786
BioDelivery Sciences International, Inc.	South Korea	Breakyl 브레이크일	11/09/2010	Registered	40-2010-0057467

BioDelivery Sciences International, Inc.	South Korea		11/09/2010	Registered	40-2010-005768
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Name of Entity	Country Name	Mark	Date Filed	Status	Trademark Number
DR. REDDY'S LABORATORIES, LTD.	USA	ELYXYB	02/08/2019	Live and allowed on 01/28/2020	88294114
BIODELIVERY SCIENCES INTERNATIONAL, INC.	USA		Not available	Not available	Not available