

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759299

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank Trust Company, National Association		09/28/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Scilex Pharmaceuticals Inc.		
Street Address:	960 San Antonio Road, Suite 100		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94303		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87772307	ZTLIDO	
Serial Number:	87717751	SCILEX	
Serial Number:	86728057	RESPONSIBLE BY DESIGN	
CORRESPONDENCE DATA			
Fax Number:	3106205807		
<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:	kirstinchoi@paulhastings.com		
Correspondent Name:	Kirstin Choi, Paul Hastings LLP		
Address Line 1:	1999 Avenue of the Stars Fl 27		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Kirstin Choi		
SIGNATURE:	/s/ Kirstin Choi		
DATE SIGNED:	10/05/2022		
Total Attachments: 4			
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OP \$90.00 87772307

TERMINATION AND RELEASE OF
TRADEMARK COLLATERAL AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK COLLATERAL AGREEMENT (this "Termination"), dated as of September 28, 2022, is made by U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), in its capacity as collateral agent (in such capacity, together with any successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined below), in favor of Scilex Pharmaceuticals Inc., a Delaware corporation (the "Grantor").

WHEREAS, the Grantor entered into that certain Indenture, dated as of October 3, 2018, with the Collateral Agent and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), in its capacity as Trustee and the Collateral Agent (as amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the "Indenture");

WHEREAS, the Grantor entered into that certain Collateral Agreement, dated as of October 3, 2018, in favor of the Collateral Agent (as amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the "Collateral Agreement") for the benefit of the Secured Parties (as defined in the Collateral Agreement);

WHEREAS, pursuant to the terms and conditions of that certain Trademark Collateral Agreement dated as of October 3, 2018 (as amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the "Trademark Collateral Agreement"; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trademark Collateral Agreement, the Indenture or the Collateral Agreement, as applicable), by and between the Grantor and the Collateral Agent, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing first-priority lien and security interest (the "Security Interest") in the Trademark Collateral of the Grantor;

WHEREAS, the Trademark Collateral Agreement was recorded with the United States Patent and Trademark Office on October 5, 2018, at Reel 006467, Frame 0460; and

WHEREAS, the Collateral Agent has agreed to terminate the Trademark Collateral Agreement and release its Security Interest in the Grantor's Trademark Collateral, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, the Collateral Agent hereby terminates, discharges, cancels and fully and unconditionally releases the collateral pledge, grant, mortgages, liens, collateral assignments, Security Interest, and all right, title and interest in, to, and under the Trademark Collateral, granted to the Collateral Agent, including, without limitation, those Trademarks identified on Schedule A hereto, and hereby terminates the Trademark Collateral Agreement.

The Collateral Agent hereby reassigns, grants and conveys to the Grantor, without recourse, representation or warranty, any and all of the Collateral Agent's right, title and interest in, to and under the Trademark Collateral of the Grantor.

The Collateral Agent authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given.

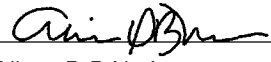
This Termination is governed by the laws of the State of New York.

U.S. Bank Trust Company, National Association is entering into this Termination solely in its capacity as Collateral Agent and shall be entitled to all of the rights, privileges and immunities of the Collateral Agent under the Indenture and the Collateral Agreement in acting hereunder.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination to be duly executed as of the date first set forth above.

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
acting not in its individual capacity but solely as
Collateral Agent

By: 
Name: Alison D.B. Nadeau
Title: Vice President

[Signature Page of Termination and Release of
Trademark Collateral Agreement]

TRADEMARK
REEL: 007859 FRAME: 0788

SCHEDULE A

Trademarks

Trademark	Serial No.	Reg. No.	Filed
Ztlido	US 87772307	5646630	01/26/2018
Scilex	US 87717751	5603109	12/12/2018
Responsible by design	US 86728057		08/18/2015