

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607096

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IMPEL NEUROPHARMA, INC.		11/05/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AVENUE VENTURE OPPORTUNITIES FUND, L.P.		
Street Address:	11 West 42nd Street, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5246085	IMPEL	
Registration Number:	5246088		
Registration Number:	5425969	POD	
Serial Number:	88578186	TRUDHESA	
Serial Number:	88768014		
Serial Number:	88578191	TULIFTA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1286392 TM		
NAME OF SUBMITTER:	D'Arcy Conrique		
SIGNATURE:	/D'Arcy Conrique/		
DATE SIGNED:	11/05/2020		

OP \$165.00 5246085

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the Closing Date by and between AVENUE VENTURE OPPORTUNITIES FUND, L.P., a Delaware limited partnership ("Lender") and IMPEL NEUROPHARMA, INC. ("Grantor").

RECITALS

A. Lender has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Lender and Grantor dated the Closing Date (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender, a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender, for the benefit of the Lender, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Lender, for the benefit of the Lender, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Lender, for the benefit of the Lender, under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender, for the benefit of the Lender, as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

Grantor hereby authorizes Lender to file and/or record, in the relevant office(s), including the United States Patent and Trademark Office and the United States Copyright Office, this Intellectual Property Security Agreement and any and all amendments and/or modifications hereto, including to the

Exhibits attached hereto from time to time, and other documents, without the signature of Grantor either in Lender's name or in the name of Lender as agent and attorney-in-fact for Grantor.

Sections 9.11 (Governing Law and Jurisdiction) and 9.12 (Waiver of Jury Trial) of the Loan Agreement are incorporated herein by this reference as though set forth in full.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

IMPEL NEUROPHARMA, INC.

By: 
Name: John Leaman, MD
Title: Chief Financial Officer

Address for Notices:

201 Elliott Avenue West, Suite 260
Seattle, WA
Attn: John Hoekman, PhD and John Leaman, MD
Email: jhoekman@impelnp.com and jleaman@impelnp.com
Phone # (206) 568-1466

LENDER:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC
Its: General Partner

By: _____
Name: Sonia Gardner
Title: Authorized Signatory

Address for Notices:

11 West 42nd Street, 9th Floor
New York, New York 10036
Attn: Todd Greenberg, Senior Managing Director
Email: tgreenberg@avenuecapital.com
Phone # 212-878-3523

Dated as of November 5, 2020

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007097 FRAME: 0073

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

IMPEL NEUROPHARMA, INC.

By: _____
Name: _____
Title: _____

Address for Notices:

201 Elliott Avenue West, Suite 260
Seattle, WA
Attn: John Hoekman, PhD
Email: jhoekman@impelnp.com
Phone # (206) 568-1466

LENDER:

AVENUE VENTURE OPPORTUNITIES FUND, L.P.

By: Avenue Venture Opportunities Partners, LLC
Its: General Partner

By: _____
Name: Sonia Gardner
Title: Authorized Signatory

Address for Notices:

11 West 42nd Street, 9th Floor
New York, New York 10036
Attn: Todd Greenbarg, Senior Managing Director
Email: tgreenbarg@avenuecapital.com
Phone # 212-878-3523

Dated as of November 5, 2020

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration
Number

Registration Date

N/A

EXHIBIT B

Patents

COUNTRY	TITLE	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE
AU	Nasal Drug Delivery Device	2012223160	3/5/2012	2012223160	12/1/2016
AU	Nasal Drug Delivery Device	2016256665	3/5/2012	2016256665	2/21/2019
AU	Nozzles for Nasal Drug Delivery	2012253569	5/9/2012	2012253569	5/31/2018
AU	Nozzles for Nasal Drug Delivery	2018200530	5/9/2012	2018200530	11/21/2019
AU	In-Line Nasal Delivery Device	2016321345	9/9/2016		
AU	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	2019205318	1/4/2019		
AU	Intranasal Delivery of Levodopa Powder by Precision Olfactory Device	2019205327	1/4/2019		
AU	Intranasal Delivery of Olanzapine by Precision Olfactory Device	2019205329	1/4/2019		
BR	Nasal Drug Delivery Device	1120130222492	3/5/2012		
BR	Nozzles for Nasal Drug Delivery	1120130285729	5/9/2012		
BR	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	BR1120200137448	1/4/2019		
BR	Intranasal Delivery of Levodopa Powder by Precision Olfactory Device	BR1120200137499	1/4/2019		
BR	Intranasal Delivery of Olanzapine by Precision Olfactory Device	BR112020137502	1/4/2019		

COUNTRY	TITLE	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE
CA	Nasal Drug Delivery Device	2828884	3/5/2012		
CA	Nozzles for Nasal Drug Delivery	2835208	5/9/2012	2835208	8/20/2019
CA	Medical Unit Dose Container	2909954	4/28/2014		
CA	In-Line Nasal Delivery Device	2998182	9/9/2016		
CA	Intranasal Device with Inlet Interface	3081680	11/21/2018		
CA	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	3088942	1/4/2019		
CA	Intranasal Delivery of Levodopa Powder by Precision Olfactory Device	3087696	1/4/2019		
CA	Intranasal Delivery of Olanzapine by Precision Olfactory Device	3087698	1/4/2019		
CH	Nasal Drug Delivery Device	127524635	3/5/2012	2680913	5/6/2020
CH	Medical Unit Dose Container	147273205	4/28/2014	2991713	6/19/2019
CN	Nasal Drug Delivery Device	2012800214974	3/5/2012	ZL 201280021497.4	2/15/2017
CN	Nozzles for Nasal Drug Delivery	2012800299756	5/9/2012	ZL201280029975.6	8/8/2017
CN	Nozzles for Nasal Drug Delivery	201710572447X	5/9/2012		
CN	In-Line Nasal Delivery Device	2016800604598	9/9/2016		
CN	Intranasal Device with Inlet Interface	2018800752211	11/21/2018		
CN	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	2019800168821	1/4/2019		
CN	Intranasal Delivery of Levodopa Powder by Precision Olfactory Device	2019800168817	1/4/2019		

COUNTRY	TITLE	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE
CN	Intranasal Delivery of Olanzapine by Precision Olfactory Device	2019800168802	1/4/2019		
DE	Nasal Drug Delivery Device	127524635	3/5/2012	2680913	5/6/2020
DE	Medical Unit Dose Container	147273205	4/28/2014	DE 60 2014 048 612.6	6/19/2019
EP	Nasal Drug Delivery Device	127524635	3/5/2012	2680913	5/6/2020
EP	Nasal Drug Delivery Device	201589827	3/5/2012		
EP	Nozzles for Nasal Drug Delivery	127816056	5/9/2012		
EP	Medical Unit Dose Container	147273205	4/28/2014	2991713	6/19/2019
EP	In-Line Nasal Delivery Device	168452290	9/9/2016		
EP	Intranasal Device with Dip Tube	188815997	11/21/2018		
EP	Intranasal Device with Inlet Interface	188807416	11/21/2018		
EP	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	197359730	1/4/2019		
EP	Intranasal Delivery of Levodopa Powder by Precision Olfactory Device	197357635	1/4/2019		
EP	Intranasal Delivery of Olanzapine by Precision Olfactory Device	197356942	1/4/2019		
FR	Nasal Drug Delivery Device	127524635	3/5/2012	2680913	5/6/2020
FR	Medical Unit Dose Container	147273205	4/28/2014	2991713	6/19/2019
GB	Nasal Drug Delivery Device	127524635	3/5/2012	2680913	5/6/2020
GB	Medical Unit Dose Container	147273205	4/28/2014	2991713	6/19/2019
HK	In-Line Nasal Delivery Device	181114966	9/9/2016		
IL	In-Line Nasal Delivery Device	257845	9/9/2016		

COUNTRY	TITLE	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE
IN	Nasal Drug Delivery Device	7465DELNP2013	3/5/2012		
IN	Nozzles for Nasal Drug Delivery	9576DELNP2013	5/9/2012		
IN	In-Line Nasal Delivery Device	201847012776	9/9/2016		
IN	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	202047033483	1/4/2019		
IN	Intranasal Delivery of Levodopa Powder by Precision Olfactory Device	202047033480	1/4/2019		
IN	Intranasal Delivery of Olanzapine by Precision Olfactory Device	202047033486	1/4/2019		
JP	Nasal Drug Delivery Device	2013556677	3/5/2012	6339371	5/18/2018
JP	Nozzles for Nasal Drug Delivery	2014510444	5/9/2012	6645735	1/14/2020
JP	Nozzles for Nasal Drug Delivery	2017145911	5/9/2012		
JP	Medical Unit Dose Container	2016511782	4/28/2014		
JP	In-Line Nasal Delivery Device	2018513344	9/9/2016	6753927	8/24/2020
JP	In-Line Nasal Delivery Device	2020139519	9/9/2016		
JP	Intranasal Device with Dip Tube	2020528005	11/21/2018		
JP	Intranasal Device with Inlet Interface	2020528005	11/21/2018		
JP	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	2020537473	1/4/2019		
JP	Intranasal Delivery of Levodopa Powder by Precision Olfactory Device	2020537500	1/4/2019		
JP	Intranasal Delivery of Olanzapine by	2020537508	1/4/2019		

COUNTRY	TITLE	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE
	Precision Olfactory Device				
KR	In-Line Nasal Delivery Device	1020187009528	9/9/2016		
KR	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	1020207022585	1/4/2019		
KR	Intranasal Delivery of Levodopa Powder by Precision Olfactory Device	1020207022586	1/4/2019		
KR	Intranasal Delivery of Olanzapine by Precision Olfactory Device	1020207022587	1/4/2019		
MX	In-Line Nasal Delivery Device	MXa2018002895	9/9/2016		
NZ	In-Line Nasal Delivery Device	741171	9/9/2016		
RU	Nasal Drug Delivery Device	2013144395	3/5/2012	2612506	3/9/2017
RU	Nasal Drug Delivery Device	2017105845	3/5/2012	2728583	7/30/2020
RU	Nozzles for Nasal Drug Delivery	2013154420	5/9/2012	2618084	5/2/2017
RU	Nozzles for Nasal Drug Delivery	2017113604	5/9/2012		
RU	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	2020125871	1/4/2019		
US	Nasal Drug Delivery Device	14017048	9/3/2013	9550036	1/24/2017
US	Nasal Drug Delivery Device	15338097	10/28/2016	10507295	12/17/2019
US	Nasal Drug Delivery Device	16664588	10/25/2019		
US	Nozzles for Nasal Drug Delivery	14075126	11/8/2013	9919117	3/20/2018
US	Nozzles for Nasal Drug Delivery	15844474	12/15/2017		
US	Nozzles for Nasal Drug Delivery	15890266	2/6/2018		

COUNTRY	TITLE	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE
US	Medical Unit Dose Container	14787455	4/28/2014	10537692	1/21/2020
US	Medical Unit Dose Container	16695147	11/25/2019		
US	In-Line Nasal Delivery Device	15759447	9/9/2016		
US	Intranasal Device with Dip Tube	16198403	11/21/2018		
US	Intranasal Device with Inlet Interface	16198312	11/21/2018		
US	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	17062364	10/2/2020		
US	Intranasal Delivery of Dihydroergotamine by Precision Olfactory Device	16240639	1/4/2019		
US	Intranasal Delivery of Levodopa Powder by Precision Olfactory Device	16240642	1/4/2019		
US	Intranasal Delivery of Olanzapine by Precision Olfactory Device	16240653	1/4/2019		
US	Respiratory Tract Delivery of Levodopa and Dopa Decarboxylase Inhibitor for Treatment of Parkinson's Disease	16517423	7/19/2019		
US	Single-Use Nasal Delivery Device	62849735	5/17/2019		
US	Single-Use Nasal Delivery Device	16875906	5/15/2020		
US	Repeated Administration of Dihydroergotamine for Treatment of Frequent Migraine Headaches	62961076	1/14/2020		

COUNTRY	TITLE	APPLICATION NUMBER	DATE FILED	PATENT NUMBER	GRANT DATE
WO	Respiratory Tract Delivery of Levodopa and Dopa Decarboxylase Inhibitor for Treatment of Parkinson's Disease	PCTUS2019042689	7/19/2019		
WO	Nasal Drug Delivery Device	PCTUS2019066921	12/17/2019		
WO	Single-Use Nasal Delivery Device	PCTUS2020033282	5/15/2020		
ZA	In-Line Nasal Delivery Device	201801543	9/9/2016		

EXHIBIT C

Trademarks

Trademark	Country (Code)	Application Date	Application Number	Registration Date	Registration Number
IMPEL	Austria (AT)	6/22/2017	A0068020	6/22/2017	IR 1361080
IMPEL	Canada (CA)	6/23/2017	1844268		
IMPEL	China (CN)	6/22/2017	A0068020	6/22/2017	IR 1361080
IMPEL	EUTM (EM)	6/22/2017	A0068020	6/22/2017	IR 1361080
IMPEL	India (IN)	6/22/2017	A0068020	6/22/2017	IR 1361080
IMPEL	Japan (JP)	6/22/2017	A0068020	6/22/2017	IR 1361080
IMPEL	Mexico (MX)	6/22/2017	1934521 / A0068020		IR 1361080
IMPEL	South Korea (KR)	6/22/2017	A0068020	6/22/2017	IR 1361080
IMPEL	United Kingdom (GB)	6/22/2017	A0068020	6/22/2017	IR 1361080
IMPEL	United States (US)	12/23/2016	87279985	7/18/2017	5246085
IMPEL	WIPO (WO)	6/22/2017	A0068020	6/22/2017	IR 1361080
IMPEL (and IMPEL Logo)	Australia (AU)	9/13/2019	2037078	5/11/2020	2037078
IMPEL (in simplified Chinese characters)	China (CN)	7/21/2017	25444110	7/21/2018	25444110
IMPEL Logo	Australia (AU)	6/23/2017	A0068043	6/23/2017	IR 1362565
IMPEL Logo	Canada (CA)	6/23/2017	1844270		
IMPEL Logo	China (CN)	6/23/2017	A0068043	6/23/2017	IR 1362565
IMPEL Logo	EUTM (EM)	6/23/2017	A0068043	6/23/2017	IR 1362565
IMPEL Logo	India (IN)	6/23/2017	A0068043	6/23/2017	IR 1362565
IMPEL Logo	Japan (JP)	6/23/2017	A0068043	6/23/2017	IR 1362565
IMPEL Logo	Mexico (MX)	6/23/2017	1941236 / A0068043	6/23/2017	1976573 / IR 1362565
IMPEL Logo	South Korea (KR)	6/23/2017	A0068043	6/23/2017	IR 1362565
IMPEL Logo	United Kingdom (GB)	6/23/2017	A0068043	6/23/2017	IR 1362565
IMPEL Logo	United States (US)	12/23/2016	87280001	7/18/2017	5246088
IMPEL Logo	WIPO (WO)	6/23/2017	A0068043	6/23/2017	IR 1362565
IMPELPOD	Canada (CA)	7/2/2020	2037728		
IMPELPOD	China (CN)	8/14/2018	32866749	4/28/2019	32866749
IMPELPOD	Japan (JP)	6/4/2018	2018073552	5/10/2019	6142856
IMPELPOD	Mexico (MX)	9/13/2018	2099268		
IMPELPOD	South Korea (KR)	5/15/2018	4020180065479	2/14/2019	401447269

Trademark	Country (Code)	Application Date	Application Number	Registration Date	Registration Number
POD	Australia (AU)	6/23/2017	A0068025	6/23/2017	1868238 / IR 1361766
POD	Canada (CA)	6/23/2017	1844272		
POD	EUTM (EM)	6/23/2017	A0068025	6/12/2017	IR 1361766
POD	India (IN)	6/23/2017	A0068025	6/23/2017	IR 1361766
POD	United Kingdom (GB)	6/23/2017	A0068025	6/23/2017	IR 1361766
POD	United States (US)	1/3/2017	87288146	3/20/2018	5425969
POD	WIPO (WO)	6/23/2017	A0068025	6/23/2017	IR 1361766
TRUDHESA	Australia (AU)	2/12/2020	2068247		
TRUDHESA	Canada (CA)	2/12/2020	2011118		
TRUDHESA	China (CN)	2/13/2020	44059589		
TRUDHESA	EUTM (EM)	2/12/2020	18194677	6/13/2020	18194677
TRUDHESA	India (IN)	2/14/2020	4441189	10/22/2020	4441189
TRUDHESA	Japan (JP)	2/13/2020	2020015209		
TRUDHESA	Mexico (MX)	2/12/2020	2329211		
TRUDHESA	South Korea (KR)	2/12/2020	4020200022924		
TRUDHESA	United Kingdom (GB)	2/12/2020	3466091	8/8/2020	3466091
TRUDHESA	United States (US)	8/14/2019	88578186		
TRUDHESA Logo	United States (US)	1/21/2020	88768014		
TULIFTA	United States (US)	8/14/2019	88578191		