

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM716014

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

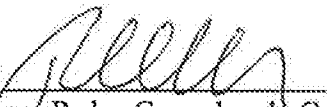
[Signature Page Follows]

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	<b>BDSI</b>	11/4/2008	Registered	3527341
BioDelivery Sciences International, Inc.	USA		Filing Date 10/25/2017	Abandoned	87660099
BioDelivery Sciences International, Inc.	USA	<b>BELBUCA</b>	4/26/2016	Registered	4946787
BioDelivery Sciences International, Inc.	Brazil	<b>BELBUCA</b>	9/24/2014	Registered	908340753
BioDelivery Sciences International, Inc.	Canada	<b>BELBUCA</b>	9/16/2014	Registered	TMA932689
BioDelivery Sciences International, Inc.	European Union	<b>BELBUCA</b>	9/16/2014	Registered	1228983
BioDelivery Sciences International, Inc.	International	<b>BELBUCA</b>	9/16/2014	Registered	1228983
BioDelivery Sciences International, Inc.	Mexico	<b>BELBUCA</b>	9/16/2014	Registered	1581879
BioDelivery Sciences International, Inc.	Norway	<b>BELBUCA</b>	9/16/2014	Registered	1228983
BioDelivery Sciences International, Inc.	South Africa	<b>BELBUCA</b>	Filing Date 9/18/2014	Pending	2104/25362
BioDelivery Sciences International, Inc.	Switzerland	<b>BELBUCA</b>	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	<b>Breakyl</b> <b>브레이크일</b>	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