

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MidCap Funding III, LLC, as Agent		11/18/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sagent Pharmaceuticals, Inc.		
<b>Street Address:</b>	1901 North Roselle Road		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Schaumburg		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60195		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3952285	ANECLEAR	
<b>Registration Number:</b>	3952489	ANECLEAR	
<b>Registration Number:</b>	3959638	ANECLEAR	
<b>Serial Number:</b>	77969951	REVOLO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)609-5005		
<b>Phone:</b>	(312) 609-7838		
<b>Email:</b>	podonoghue@vedderprice.com		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Correspondent Name:</b>	Patricia O'Donoghue, Vedder Price P.C.		
<b>Address Line 1:</b>	222 North LaSalle Street		
<b>Address Line 2:</b>	Suite 2500		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		

**CH \$115.00 3952285**

ATTORNEY DOCKET NUMBER:	41012000013-D.SCHOENDORFF
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	11/29/2011

**Total Attachments: 11**

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November 18, 2011

**VIA FACSIMILE (847) 908-1601  
AND FEDERAL EXPRESS**

Sagent Pharmaceuticals  
Sagent Pharmaceuticals, Inc.  
1901 N. Roselle Road, Suite 700  
Schaumburg, Illinois 60195  
Attention: Mr. Jonathan Singer

**RE: \$15,000,000 Term Loan from MidCap Funding III, LLC and Silicon  
Valley Bank to Sagent Pharmaceuticals, Inc. and Sagent Pharamceuticals**

Dear Mr. Singer:

Reference is made to that certain Credit and Security Agreement dated March 8, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Sagent Pharmaceuticals, a Wyoming corporation ("Sagent"), Sagent Pharmaceuticals, Inc., a Delaware corporation ("Parent"; and together with Sagent each individually a "Borrower" and collectively "Borrowers"), MidCap Funding III, LLC, a Delaware limited liability company, individually as a Lender and as Agent, and the other financial institutions and entities from time to time parties thereto as Lenders. Capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

Pursuant to the Credit Agreement and the other Financing Documents, Borrowers are required to abide by certain covenants and warranties, all as required by Agent and the Lenders in consideration for making the Loans and as more particularly set forth in the Credit Agreement. Borrowers have requested Agent's and Lenders' consent for certain actions, which if made without Agent's and Lenders' consent would be a violation of the Credit Agreement and an Event of Default thereunder.

The action for which Borrowers seeks Agent's and Lenders' consent is described more fully as follows:

Section 5.6 of the Credit Agreement prohibits Borrower from, among other things, disposing of any assets unless specifically permitted thereby. Parent has terminated that certain License and Purchase Agreement dated August 28, 2010 (the "License Agreement") by and among Parent and Anecare, LLC ("Anecare"), pursuant to which the Trademarks set forth on Exhibit A attached hereto (the "Released Trademark Collateral") were assigned to Parent. In connection with

such termination, Parent is required to reassign the Released Trademark Collateral to Anecare.

Agent hereby consents to the reassignment by Parent of the Released Trademark Collateral to Anecare. The foregoing consent shall not affect any assignment, sale or other disposition of any Collateral other than the Released Trademark Collateral.

In consideration of the foregoing and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Agent hereby releases all Liens granted to Agent, for its benefit and the benefit of the Lenders, in the Released Trademark Collateral and further agrees that such Liens are terminated. Agent and Lenders acknowledge that the Released Trademark Collateral is no longer subject to any Lien previously granted to them by Borrowers. Within two (2) Business Days of the date hereof, Agent shall file the Partial Release of Security Interest in Trademark attached hereto as Exhibit B with the United States Patent and Trademark Office.

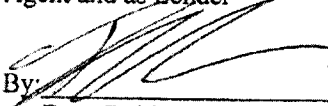
Nothing in this letter agreement shall be deemed to modify, amend or supplement anything contained in the Credit Agreement and the other Financing Documents, or be deemed to be a consent to any other action by any Borrower, except as expressly and specifically stated herein. Without limiting the generality of the foregoing, nothing herein shall be construed as a release of any Lien or any Collateral other than the Released Trademark Collateral. Please counter-sign this letter agreement below to indicate your consent and agreement to the terms and conditions set forth herein.

[SIGNATURE PAGES FOLLOW]

*(Signature Page to Consent Letter)*

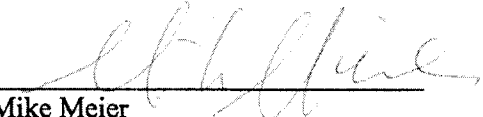
Sincerely,

**MIDCAP FUNDING III, LLC, a**  
Delaware limited liability company, as  
Agent and as Lender

By:   
\_\_\_\_\_  
Brett Robinson  
Managing Director

*(Signature Page to Consent Letter)*

**SILICON VALLEY BANK, as Lender**

By:   
Mike Meier  
Relationship Manager

*(Signature Page to Consent Letter)*

ACCEPTED AND AGREED THIS  
19<sup>th</sup> DAY OF November, 2011:

SAGENT PHARMACEUTICALS, a  
Wyoming corporation

By:   
Jonathon Singer  
Chief Financial Officer

SAGENT PHARMACEUTICALS, INC., a  
Delaware corporation



By:   
Jonathon Singer  
Chief Financial Officer

CHICAGO/#2255983

TRADEMARK

EXHIBIT A

RELEASED TRADEMARK COLLATERAL

Trademark No.	Registration Date	Mark
3952285	4/26/2011	ANECLEAR
3952489	4/26/2011	ANECLEAR & Design 
3959638	5/10/2011	ANECLEAR & Design 
77/969951		REVOLO



**EXHIBIT B**

(See Attached)

## PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

**THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Partial Release") is made as of November 18, 2011 ("Effective Date") by and between **MIDCAP FUNDING III, LLC**, a Delaware limited liability company, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "Grantee"), and **SAGENT PHARMACEUTICALS, INC.**, a Delaware corporation ("Grantor").

**WHEREAS**, Grantor, Grantee and Lenders are parties to that certain Credit and Security Agreement dated March 8, 2011 (as the same may have been amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") (all terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement), providing for extension of a term loan to be made to Grantor by Lenders;

**WHEREAS**, pursuant to the terms of the Credit Agreement and certain other Security Documents now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, "Trademarks"), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the "Trademark Licenses"), (iv) the goodwill of the business symbolized by Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and the other Borrowers under the Credit Agreement;

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Grantee, dated September 26, 2011 (as the same may have been amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement"), Grantor granted, and reaffirmed its prior grant pursuant to the Credit Agreement and the other Security Documents, to Grantee, for its benefit and the benefit of the Lenders, among other things, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Released Trademark Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on September 27, 2011, at Reel 004631, Frame 0423;

**WHEREAS**, Anecare, LLC ("Anecare") assigned the Released Trademark Collateral to Grantor pursuant to that certain License and Purchase Agreement dated August 28, 2010 (the "License Agreement");

**WHEREAS**, the Grantor terminated the License Agreement pursuant to that certain Termination Letter dated August 30, 2011 and attached hereto as Exhibit A (the "Termination"), and pursuant to the Termination Grantor is required to reassign the Released Trademark Collateral to Anecare.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates, cancels, reassigns and releases to the Grantor any and all liens and security interests it has against, and any and all right, title and interest it may have in or to, the Released Trademark Collateral.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Partial Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral except for pledges as permitted by the terms of Section 12.5(e) of the Credit Agreement, which pledges shall be discharged and released with respect to the Released Trademark Collateral upon execution of this Partial Release; and (iii) it has not recorded or otherwise evidenced its security interest in the Released Trademark Collateral in any jurisdiction in the world other than in connection with the filing at the PTO referenced above.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Partial Release.


This Partial Release shall relate solely to the Released Trademark Collateral. Nothing herein shall be construed as a release of any other "Trademark Collateral" (as such terms is defined in the Trademark Security Agreement).

\* \* \* \* \*

**IN WITNESS WHEREOF**, Grantee has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date.

**GRANTEE:**

**MIDCAP FUNDING III, LLC**, a  
Delaware limited liability company, as  
Agent and Grantee

By: 



Name: Brett Robinson  
Title: Managing Director

*[Signature Page to Partial Release of Security Interest in Trademarks]*

**TRADEMARK**

SCHEDULE 1 TO PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark No.	Registration Date	Mark
3952285	4/26/2011	ANECLEAR
3952489	4/26/2011	ANECLEAR & Design 
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77969951		REVOLO