

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MIDCAP FUNDING III, LLC, AS AGENT		02/13/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SAGENT PHARMACEUTICALS, INC.
Street Address:	1901 N. Roselle Road
City:	Schaumburg
State/Country:	ILLINOIS
Postal Code:	60195
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	77256642	SAGENT PHARMA
Serial Number:	77256646	INJECTABLES EXCELLENCE
Serial Number:	77256647	ADVANCE INJECTABLES EXCELLENCE
Serial Number:	77256654	CREATE INJECTABLES EXCELLENCE
Serial Number:	77256656	DISCOVER INJECTABLES EXCELLENCE
Serial Number:	77256659	INVEST IN INJECTABLES EXCELLENCE
Serial Number:	77256745	SSS
Serial Number:	77256750	SAGENT
Serial Number:	77969940	ANECLEAR
Serial Number:	77969951	REVOLO
Serial Number:	77978237	SSS
Serial Number:	78867342	SAGENT PHARMACEUTICALS
Serial Number:	78981049	SAGENT PHARMACEUTICALS
Serial Number:	85028619	ANECLEAR

TRADEMARK

Serial Number:

85028622

ANECLEAR

CORRESPONDENCE DATA

Fax Number: (312)862-2200

Phone: 3128623312

Email: patrick.lau@kirkland.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: 300 North LaSalle

Address Line 2: c/o Patrick Lau, Legal Assistant

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:

11417-2 PL

NAME OF SUBMITTER:

Patrick Lau

Signature:

/pl/

Date:

02/13/2012

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of February 13, 2012 ("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, certain affiliates of 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 and certain of its affiliates by Lenders;

WHEREAS, pursuant to the terms of the Credit Agreement and certain other Security Documents executed by Grantor in favor of Grantee, Grantor previously 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 "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, Grantor, the other Borrowers, Grantee and Lenders have agreed to terminate the Credit Agreement and the Grantee has, at Grantor's request, agreed to release its security interest in the Trademark Collateral;

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 Trademark Collateral.

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 Release.

(Signature Page Follows)

(Signature Page to Release of Security Interest in Trademarks)

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: 

Brett Robinson
Managing Director

SCHEDULE 1 TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Applications

Trademark/Service Mark	Serial Number	Filing Date	Goods/Services
Sagent Pharmaceuticals <u>(standard characters)</u>	78867342	Apr. 21, 2006	Pharmaceuticals (broader); prefilled syringes; safety syringe devices; drug delivery systems
Sagent Pharmaceuticals (standard characters)	78867342	Apr. 21, 2006	Pharmaceuticals (broader); prefilled syringes; safety syringe devices; drug delivery systems
Injectables Excellence (standard characters)	77256646	Aug. 30, 2006	Pharmaceuticals; pre-filled syringes; safety syringe devices, etc.
Advance Injectables Excellence (standard characters)	77256647	Aug. 16, 2007	Pharmaceuticals; pre-filled syringes; safety syringe devices, etc.
Create Injectables Excellence (standard characters)	77256654	Aug. 16, 2007	Pharmaceuticals; pre-filled syringes; safety syringe devices, etc.
Discover Injectables Excellence (standard characters)	77256656	Aug. 16, 2007	Pharmaceuticals; pre-filled syringes; safety syringe devices, etc.
Invest In Injectables Excellence (standard characters)	#77256659	Aug. 16, 2007	Pharmaceuticals; pre-filled syringes; safety syringe devices, etc.
"SSS" (Design/Logo)	#77256745	Aug. 16, 2007	Pharmaceuticals; pre-filled syringes; safety syringe devices, etc.
Sagent (standard characters)	#77256750	Aug. 16, 2007	Pharmaceuticals; pre-filled syringes; safety syringe devices, etc.

Sagent Pharma (standard characters)	77256642	Aug. 16, 2007	Pharmaceuticals; pre-filled syringes; safety syringe devices, etc.
Revolon (standard characters)	#77969951	Mar. 26, 2010	An anesthetic gas absorber sold as a component of a finished medical device for use in reducing the effects of inhaled volatile anesthetics

Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services
Sagent Pharmaceuticals (standard characters)	3743423	Jan. 26, 2010	Pharmaceuticals; Injectable Drugs
Aneclear (standard characters)	3952285	Apr. 26, 2011	A medical device for reducing the effects of inhaled volatile anesthetics
Aneclear (Design/Logo)	3959638	May 10, 2011	A medical device for reducing the effects of inhaled volatile anesthetics
Aneclear (Design/Logo)	3952489	April 26, 2011	A medical device for reducing the effects of inhaled volatile anesthetics
"SSS" (Design/Logo)	3729987	Dec. 22, 2009	Pharmaceuticals, namely, anti- infectives, antiemetics, oncologytics; pre- filled syringes