

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		10/28/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	EKR Therapeutics, Inc.
<b>Street Address:</b>	1545 US Highway 206, Third Floor
<b>City:</b>	Bedminster
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07921
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	1312013	CARDENE
Registration Number:	2175074	RETAVASE
Serial Number:	78817295	EKR THERAPEUTICS
Serial Number:	78855227	REMETRY
Serial Number:	78855231	REMETRY
Serial Number:	78855223	REMETRY
Serial Number:	78855233	RENCIRQ
Serial Number:	78855235	RENCIRQ
Serial Number:	78855236	RENCIRQ
Serial Number:	78876158	RENSTINCT
Serial Number:	78855238	RENSTINCT
Serial Number:	78855240	RENSTINCT
Serial Number:	78855242	SEBLIZE
Serial Number:	78855217	SEBLIZE

OP \$390.00 1312013

**TRADEMARK**

Serial Number:

78855241

SEBLIZE

**CORRESPONDENCE DATA**

Fax Number: 6173424001

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

Phone: 6173424000

Email: PTOMailBoston@foley.com

Correspondent Name: Michel Morency

Address Line 1: Foley & Lardner LLP

Address Line 2: 111 Huntington Avenue

Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:

101296-0105

NAME OF SUBMITTER:

Michel Morency

Signature:

/Michel Morency/

Date:

05/14/2012

**Total Attachments: 5**

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**RELEASE OF SECURITY INTEREST IN TRADEMARK**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARK** (this "Release") is made as of October 28, 2010 ("Effective Date") by **GENERAL ELECTRIC CAPITAL CORPORATION**, in its capacity as Collateral Agent for the Secured Parties ("Grantee"), in favor of **EKR THERAPEUTICS, INC.** ("Grantor"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement (as defined below).

**WHEREAS**, Grantor is party to that certain Credit Agreement, dated as of March 7, 2008, by and among Grantor, EKR Holdings, Inc., Grantee, for itself, as Lender, Collateral Agent and as Administrative Agent for the Lenders and L/C Issuers, and the other Lenders signatory thereto from time to time (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement");

**WHEREAS**, pursuant to the terms and conditions of that certain Guaranty and Security Agreement, dated as of March 7, 2008 (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Grantee holds a Lien against the intellectual property rights owned by Grantor;

**WHEREAS**, Grantor is also party to that certain Trademark Security Agreement, dated as of March 7, 2008, by and among Grantor and Grantee, acting in its capacity as the Collateral Agent for the Secured Parties (as from time to time amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), which was recorded in the United States Patent and Trademark Office on August 14, 2008, at Reel/Frame 003835/0149, and pursuant to which Grantor mortgaged, pledged and hypothecated to Grantee, for itself and the benefit of the Secured Parties, a security interest in and Lien upon all of Grantee's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including, but not limited to, the Trademarks and Trademark Applications identified on Exhibit A attached hereto (the "Trademark Collateral"); and

**WHEREAS**, pursuant to the terms and conditions of that certain payoff letter, dated as of the date hereof, by and among Administrative Agent, Lenders, Grantee and the other Loan Parties signatory thereto, Grantee has consented to the release of its security interest in and Lien upon the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee, on its behalf and on behalf of the Secured Parties, hereby terminates and releases all of its or the Secured Parties' security interest in and Lien upon the Trademark Collateral granted pursuant to the Trademark Security Agreement.
2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantor, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Trademark Collateral. Such

assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee.

3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantor.

*[Remainder of this page intentionally left blank; signature page follows]*

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

**GENERAL ELECTRIC CAPITAL  
CORPORATION,**  
as Grantee

By:  \_\_\_\_\_

Name: *Kevin S. Blitz*

Title: Duly Authorized Signatory

## EXHIBIT A

### 1. Registered Trademarks

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Registration number</u>	<u>Registration date</u>
CARDENE	EKR Therapeutics, Inc.	Algeria	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Austria	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Brazil	811352579	7/21/1987
CARDENE	EKR Therapeutics, Inc.	Bulgaria	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Canada	307698	10/25/1985
CARDENE	EKR Therapeutics, Inc.	China (Peoples Republic)	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Croatia	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Czech Republic	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Egypt	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	France	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Germany	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Hungary	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Int'l Registration- Madrid Agreement/Protocol	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Italy	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Japan	3258326	2/24/1997
CARDENE	EKR Therapeutics, Inc.	Liechtenstein	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Mexico	760297	8/23/2002
CARDENE	EKR Therapeutics, Inc.	Monaco	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Morocco	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Poland	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Portugal	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Romania	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	San Marino	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Serbia (Old Code)	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Slovenia	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	Switzerland	395322	7/22/1992
CARDENE	EKR Therapeutics, Inc.	Trinidad and Tobago	21838	8/6/1993
CARDENE	EKR Therapeutics, Inc.	Ukraine	591021	8/17/1992
CARDENE	EKR Therapeutics, Inc.	United States of America	1312013	1/1/1985
CARDENE	EKR Therapeutics, Inc.	Venezuela	P243841	2/25/2000
CARDENE	EKR Therapeutics, Inc.	Venezuela	P243840	2/25/2000
RETAVASE	EKR Therapeutics, Inc.	Canada	TMA507002	1/25/1999
RETAVASE	EKR Therapeutics, Inc.	United States of America	2175074	7/21/1998
RENCIRQ	EKR Therapeutics, Inc.	European Community	5355921	7/27/2007
SEBLIZE	EKR Therapeutics, Inc.	European Community	005355714	9/6/2007

Exhibit A to Release of Security Interest in Trademark

## 2. Trademark Applications

<u>Trademark</u>	<u>Owner</u>	<u>Jurisdiction</u>	<u>Application number</u>	<u>Application date</u>
EKR Therapeutics, Inc.	EKR Therapeutics, Inc.	United States of America	78/817,295	2/17/2006
REMETRY	EKR Therapeutics, Inc.	European Community	5355847	10/4/2006
REMETRY	EKR Therapeutics, Inc.	United States of America	78/855,227	4/6/2006
REMETRY	EKR Therapeutics, Inc.	United States of America	78/855,231	4/6/2006
REMETRY	EKR Therapeutics, Inc.	United States of America	78/855,223	4/6/2006
RENCIRQ	EKR Therapeutics, Inc.	United States of America	78/855,233	4/6/2006
RENCIRQ	EKR Therapeutics, Inc.	United States of America	78/855,235	4/6/2006
RENCIRQ	EKR Therapeutics, Inc.	United States of America	78/855,236	4/6/2006
RENTINCT	EKR Therapeutics, Inc.	European Community	5356051	10/4/2006
RENTINCT	EKR Therapeutics, Inc.	United States of America	78/876,158	5/4/2006
RENTINCT	EKR Therapeutics, Inc.	United States of America	78/855,238	4/6/2006
RENTINCT	EKR Therapeutics, Inc.	United States of America	78/855,240	4/6/2006
SEBLIZE	EKR Therapeutics, Inc.	United States of America	78/855,242	4/6/2006
SEBLIZE	EKR Therapeutics, Inc.	United States of America	78/855,217	4/6/2006
SEBLIZE	EKR Therapeutics, Inc.	United States of America	78/855,241	4/6/2006

Exhibit A to Release of Security Interest in Trademark

US2008 1665633.1

RECORDED: 05/14/2012

**TRADEMARK**  
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