

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MidCap Funding III, LLC		05/12/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Xcellerex, Inc.		
Street Address:	170 Locke Drive		
City:	Marlborough		
State/Country:	MASSACHUSETTS		
Postal Code:	01752		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3888420	XCELLEREX	
CORRESPONDENCE DATA			
Fax Number:	8584583005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	8584583000		
Email:	ryane@paulhastings.com		
Correspondent Name:	Ryan M. Enchelmayer		
Address Line 1:	P.O. Box 919092		
Address Line 2:	Paul Hastings LLP		
Address Line 4:	San Diego, CALIFORNIA 92191-9092		
ATTORNEY DOCKET NUMBER:	78359.00008		
NAME OF SUBMITTER:	Ryan M. Enchelmayer		
Signature:	/Ryan M. Enchelmayer/		

CH \$40.00 3888420

Date:

10/08/2012

Total Attachments: 4

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7255 Woodmont Ave. Suite 200  
Bethesda, Maryland 20814  
[www.midcapfinancial.com](http://www.midcapfinancial.com)

May 3, 2012

Xcellerex, Inc.  
170 Locke Drive  
Marlborough, MA 01752  
Attention: Jonathan Lieber, Chief Financial Officer  
Fax: (508) 683-2339  
E-Mail: [jlieber@xcellerex.com](mailto:jlieber@xcellerex.com)

Re: Payoff of all Obligations of Xcellerex, Inc. ("Borrower")

Ladies and Gentlemen:

Reference is hereby made to that certain Loan and Security Agreement dated as of July 19, 2011 (as the same has been amended, extended, supplemented or otherwise modified through the date hereof, the "Loan Agreement"); capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement) by and among Borrower, MidCap Funding III, LLC, in its individual capacity as a Lender ("Lender") and its capacity as agent for such Lender (in such capacity, "Agent").

We have been advised that Borrower intends to pay off all of its indebtedness to Agent and Lender payable under the Loan Agreement and the other financing and security documents relating thereto (collectively with the Loan Agreement, the "Loan Documents"), including principal, accrued and unpaid interest, fees, costs and expenses hereunder (collectively, the "Obligations"). This letter pertains only to indebtedness of Borrower under the Loan Documents. This letter will confirm that, upon receipt by Lender of the Payoff Amount (as defined below) plus any applicable Per Diem Amount (as defined below) from or on behalf of Borrower, all of the Obligations shall be paid in full, except as described in paragraph 2 below.

[Redacted]

[Redacted]

2. Termination of Obligations. Upon Borrower's acceptance of this letter as evidenced by its countersignature hereto, or any earlier receipt by Lender of its Payoff Amount, all of Agent's and Lender's commitments to extend further credit to Borrower under the Loan Documents shall terminate. Upon (a) Lender's receipt of its Payoff Amount in accordance with the terms of this letter, and (b) Borrower's acceptance of this letter as evidenced by its countersignature hereto: (i) the obligations of Borrower under the Loan Documents shall terminate; (ii) all liens and security interests securing the Obligations shall be deemed to be fully released, *provided, however*, that satisfaction of the preceding conditions (a) or prior 2:00 p.m. EST on the Payoff Date or otherwise) does not affect any rights of Agent or Lender or obligations of Borrower or any other obligor under the Loan Documents that survive repayment of the Obligations and termination of the Loan Documents; (iii) Agent hereby authorizes Borrower, or its designee, to file the UCC termination statements attached hereto as Exhibit A; (iv) Agent will execute and deliver such other lien release documents as Borrower may reasonably request in order to evidence or otherwise give public notice of such collateral terminations and releases, and Borrower shall be authorized to file such other UCC termination statements or other documents necessary to evidence the release of Agent's and Lender's liens with the appropriate filing offices or to send any termination notices relating to any securities account control agreements to third parties; *provided, however*, that any and all such UCC termination statements and other such lien release documents shall be prepared and recorded at Borrower's expense. Agent agrees at Borrower's cost and expense to deliver all documents and take all actions reasonably requested by Borrower to effectuate the terms of this letter.

3. Release. For and in consideration of Agent's and Lender's agreements contained herein and in the Loan Documents, Borrower hereby forever releases and discharges Agent, Lender, and their respective officers, directors, employees, agents, affiliates, representatives, successors and assigns (collectively, the "Released Parties") from any and all claims, causes of actions, damages and liabilities of

any nature whatsoever, known or unknown, which such Borrower ever had, now has or might hereafter have against one or more of the Released Parties which relates, directly or indirectly, to any of the Loan Documents or the transactions relating thereto, to the extent that any such claim, cause of action, damage or liability shall be based in whole or in part upon facts, circumstances, actions or events existing on or prior to the date hereof, but shall not include any obligations of Agent or Lender under this letter.

[Redacted]

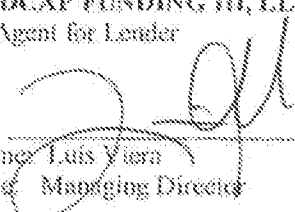
6. Counterparts; Facsimile Delivery. Agent and Lender hereby request that Borrower acknowledge its receipt and acceptance of and agreement to the terms and conditions set forth in this letter by signing a copy of it in the appropriate space indicated below and returning it to Agent and Lender. This letter may be signed by Borrower in several counterparts, but this letter shall not become effective unless and until it is so accepted and agreed to by Borrower and returned to Agent and Lender. Delivery of a facsimile or electronic copy of an executed counterpart of this letter shall be effective as delivery of a manually executed original counterpart of this letter.

7. Governing Law. The validity, construction and effect of this payoff letter agreement shall be governed by the internal laws of the State of Maryland (without giving effect to principles of conflicts of law).

8. Effectiveness. This letter shall become binding upon Agent only if Agent receives Borrower's written acceptance of its terms on or before 4:00 p.m. EST on May 5, 2012. If the Payoff Date does not occur on or prior to 2:00 EST on May 10, 2012, this letter shall be null and void. If you have any questions concerning this payoff, please call Luis Viera at (301) 841-6487.

Very truly yours,

MIDCAP FUNDING III, LLC,  
as Agent for Lender

By:   
Name: Luis Viera  
Title: Managing Director

ACCEPTED AND AGREED TO THIS  
5<sup>th</sup> DAY OF May, 2012:

XCELLEREX, INC.

By:   
Name: TWATUM LISTER  
Title: CRF FINANCIAL OFFICER

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