

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
Madison Capital Funding LLC		12/21/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cypress Pharmaceuticals, Inc.		
Street Address:	135 Industrial Boulevard		
City:	Madison		
State/Country:	MISSISSIPPI		
Postal Code:	39110		
Entity Type:	CORPORATION: MISSISSIPPI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2101153	CYPRESS PHARMACEUTICAL, INC.	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	tmadmin@choate.com		
Correspondent Name:	Elizabeth A. Walker		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2006228.0042		
NAME OF SUBMITTER:	Elizabeth A. Walker		
Signature:	/Elizabeth A. Walker/		

Date:

12/28/2012

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of December 21, 2012 ("Effective Date") by and between Cypress Pharmaceuticals, Inc., a Mississippi corporation with offices at 135 Industrial Boulevard, Madison, Mississippi 39110 (the "Grantor") and Madison Capital Funding LLC, a Delaware Limited Liability Company, in its capacity as agent ("Agent") for the secured parties.

WHEREAS, Grantor and Agent entered into a certain Trademark Security Agreement dated as of November 26, 2003, (the "Trademark Security Agreement"), pursuant to the terms and conditions of that certain Credit Agreement by and among Grantor, Hawthorn Pharmaceuticals, Inc. ("Hawthorn"), Agent and the secured parties dated as of November 26, 2003 (the "Security Agreement") and pursuant to the terms and conditions of that certain Guaranty and Collateral Agreement (the "Collateral Agreement") by and among Grantor, Hawthorn, Agent and the secured parties dated as of November 26, 2003;

WHEREAS, pursuant to the terms and conditions of the Trademark Security Agreement, Grantor granted to Agent, on behalf of itself and the secured parties, a continuing security interest in and to, and lien on, all of Grantor's right, title and interest in, to and under certain Trademark Collateral (as defined in the Trademark Security Agreement) including, without limitation, the United States trademarks set forth on Schedule A attached hereto (together with the goodwill associated therewith, the "Trademarks");

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office ("USPTO") on December 18, 2003 at reel/frame number 2766/0009;

WHEREAS, Grantor has paid all of their outstanding indebtedness to Agent; and

WHEREAS, Agent desires to terminate all such security interests on behalf of itself and the secured parties (as agent), and to execute and deliver to Grantor all deeds, assignments and other instruments as may be reasonably necessary to release the security interests relating to the Trademarks.

NOW, THEREFORE, for and in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent on behalf of itself and as agent to the secured parties hereby terminates the Trademark Security Agreement, the Security Agreement and the Collateral Agreement, to the extent that any of these were not previously terminated, and relinquishes unto Grantor the continuing security interest in, and lien on, the Trademarks and otherwise assigns, grants and conveys to Grantor any and all right, title and interest the Agent or secured parties may have in, to or under to the Trademarks in order to revest in Grantor full and unencumbered title to said Trademark.

[Signature page follows.]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Trademarks to be executed by its duly authorized signatory this 21st day of December, 2012.

MADISON CAPITAL FUNDING LLC, as Agent

By: 

Name: R. THOMAS KLIMMEK

Title: SR. MANAGING DIRECTOR

[Signature Page to Release of Security Interest in Trademarks]

Schedule A

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Cypress Pharmaceutical, Inc.	2101153	September 30, 1997

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