#### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 Release of Trademark Security Interest

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NexBank, SSB (as Collateral Agent)		101/18/2013	Texas-chartered savings bank: TEXAS

### **RECEIVING PARTY DATA**

Name:	Molecular Insight Pharmaceuticals, Inc.	
Street Address:	160 Second Street	
City:	Cambridge	
State/Country:	MASSACHUSETTS	
Postal Code:	02142	
Entity Type:	CORPORATION: DELAWARE	

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3261505	MOLECULAR INSIGHT
Registration Number:	3613887	ULTRATRACE
Serial Number:	77923215	AZEDRA
Serial Number:	77968726	MOLECULARINSIGHT PHARMACEUTICALS
Serial Number:	77230248	TROFEX
Serial Number:	77956329	ZEMIVA

### **CORRESPONDENCE DATA**

**Fax Number**: 4159848701

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

via US Mail.

Phone: 415-984-8700
Email: jtaylor@omm.com
Correspondent Name: Jennifer Taylor, Esq.
Address Line 1: O'Melveny & Myers LLP

Address Line 2: Two Embarcadero Center, 28th Floor

TRADEMARK REEL: 004945 FRAME: 0992 3261505

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Address Line 4: San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	685768-06	
NAME OF SUBMITTER:	Alexandra C. Echery	
Signature:	/ace/	
Date:	01/18/2013	
Total Attachments: 3 source=MIPI - Release of Trademark Security Interest#page1.tif source=MIPI - Release of Trademark Security Interest#page2.tif source=MIPI - Release of Trademark Security Interest#page3.tif		

TRADEMARK REEL: 004945 FRAME: 0993

#### RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (this "Release") is dated as of January 18, 2013, and entered into by NEXBANK, SSB, a Texas-chartered savings bank ("NexBank"), located at 2515 McKinney Avenue, Suite 1100, Dallas, TX 75201, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "Collateral Agent"), in favor of Molecular Insight Pharmaceuticals, Inc., a Delaware corporation, located at 160 Second Street, Cambridge, MA 02142 (the "Grantor") and its successors and assigns.

**WHEREAS**, reference is made to that certain Grant of Security Interest in Trademark Rights dated as of May 20, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "*Trademark Grant*") by Grantor in favor of the Collateral Agent. Capitalized terms used herein without definition have the meanings given to them in the Trademark Grant.

**WHEREAS**, in connection with the Credit Agreement, dated as of May 20, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among, the Grantor, the Collateral Agent, the lenders from time to time party thereto and certain other parties, the Grantor delivered the Trademark Grant.

**WHEREAS**, pursuant to the Trademark Grant, Grantor granted security interests in all of the Trademark Collateral (as defined below) to the Collateral Agent.

WHEREAS, the Trademark Grant was recorded with the United States Patent and Trademark Office on May 26, 2011, at Reel 004549 and Frame 0713.

**WHEREAS**, the Collateral Agent now desires to terminate and release its security interest in and lien on the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, releases, and discharges fully its security interest in and lien on the Trademark Collateral, and the Collateral Agent reconveys, transfers, and assigns to Grantor and its successors and assigns any rights the Collateral Agent may have in the Trademark Collateral pursuant to or in connection with the Trademark Grant or otherwise.

For purposes of this Release, "**Trademark Collateral**" means any and all right, title, and interest of Grantor and its successors and assigns in and to the following, in each case whether now or hereafter existing, whether now owned or hereafter acquired and wherever the same may be located:

- (a) all of Grantor's trademarks, including without limitation, the trademark registrations set forth on Schedule A hereto (collectively, the "*Trademarks*");
  - (b) all goodwill of the business associated with the Trademarks; and
- (c) all products and proceeds of the Trademarks, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any intellectual property license, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark or (iii) right to receive license fees, royalties and other compensation under any intellectual property license.

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TRADEMARK REEL: 004945 FRAME: 0994 IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Trademark Security Interest to be duly executed and delivered by its duly authorized representative as of the date first above written.

NEXBANK, SSB, as Collateral Agent

Name: Jeff Score

Title: Vice President Agency Services

## SCHEDULE A TO RELEASE OF TRADEMARK SECURITY INTEREST

## U.S. TRADEMARKS

# **Trademarks**

Trademark	Registration Number	Goods or Services Covered
MOLECULAR INSIGHT	3261505	Class 5: Radiological, radiopharmaceutical and medicinal agents and preparations for the detection, screening, diagnosis and/or treatment of cancer, cardiac disease and neurological disorders
ULTRATRACE	3613887	Class 5: Radiopharmaceutical preparations for Targeted radiotherapy of cancer

# **Applications**

Trademark	Serial Number	Goods or Services Covered
AZEDRA	77/923215	Class 5: Radiopharmaceutical compositions for treating neuroendrocrine cancers.
MOLECULARINSIGHT PHARMACEUTICALS & DESIGN	77/968726	Class 5: Cardiovascular pharmaceuticals
TROFEX	77/230248	Class 5: Radiopharmaceutical preparations for invivo imaging of prostate cancer for diagnostic use
ZEMIVA	77/956329	Class 5: Radiopharmaceutical compositions for invivo imaging

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**RECORDED: 01/18/2013** 

TRADEMARK REEL: 004945 FRAME: 0996