

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Wells Fargo Bank, National Association (as successor-by-merger to Wachovia Bank, National Association) as Agent		04/15/2013	national banking association: UNITED STATES
RECEIVING PARTY DATA				
Name:	Ei, Inc. (f/k/a/ Harmony Labs, Inc.)			
Street Address:	2865 North Cannon Blvd.			
City:	Kannapolis			
State/Country:	NORTH CAROLINA			
Postal Code:	28083			
Entity Type:	CORPORATION: NORTH CAROLINA			
PROPERTY NUMBERS Total: 10				
	Property Type	Number	Word Mark	
	Registration Number:	2942824	THEROXIDIL	
	Registration Number:	2719232	ALOE BURST	
	Registration Number:	2003122	MEDIGEL	
	Registration Number:	2008175	THERACURE	
	Registration Number:	1982537	THERA SUN	
	Registration Number:	2024778	THERATEIN	
	Registration Number:	1810433	THERACORT	
	Registration Number:	1790087	THERAGEN	
	Registration Number:	1456010	THERATEIN	
	Registration Number:	1456009	THERAGEN	
CORRESPONDENCE DATA				
Fax Number:	9194168363			

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

Phone: 9192868049  
Email: pto\_tmconfirmation@mvalaw.com  
Correspondent Name: Moore & Van Allen PLLC  
Address Line 1: 430 Davis Drive  
Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	327000.016084
NAME OF SUBMITTER:	John E. Slaughter, III
Signature:	/jes/
Date:	04/16/2013

**Total Attachments: 3**

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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, April 5, 2013 ("Release"), is made by **WELLS FARGO BANK, NATIONAL ASSOCIATION** (as successor-by-merger to **WACHOVIA BANK, NATIONAL ASSOCIATION**), as agent ("Secured Party"), in favor of **EI, INC.**, a North Carolina corporation (f/k/a **HARMONY LABS, INC.**, a North Carolina corporation) ("Grantor").

**WHEREAS**, pursuant to that certain Security Agreement dated as of October 2, 2006 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, Secured Party, and other Persons party thereto and the Trademark Security Agreement dated as of October 2, 2006 ("Trademark Security Agreement") between the Grantor and Secured Party, Grantor granted to the Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral; and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on October 10, 2006 at Reel 3406 Frame 0071.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Secured Party and Grantor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** Secured Party hereby:

(a) absolutely, unconditionally and irrevocably terminates the Security Agreement and the Trademark Security Agreement, and any other agreement under which Grantor has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademark Collateral;

(b) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto;

(c) represents and warrants that it has full authority to execute and deliver this Release; and

(d) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**SECTION 3. Further Assurances.** Secured Party, at Grantor's expense, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Trademark Collateral, Secured Party will, at Grantor's expense, execute and deliver a reasonable release or other instrument that will terminate any such filing and/or release any interests conveyed therein.

IN WITNESS WHEREOF, the Secured Party has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as agent (successor-by-merger to Wachovia Bank, National  
Association)

By: Leonard Weiner  
Name: Leonard Weiner  
Title: Senior Vice President

Schedule A

U.S. Trademarks Subject to Security Interest  
Granted by Harmony Labs, Inc.  
In Favor of Wachovia Bank, National Association, as agent  
Recorded October 10, 2006 at Reel 3406 Frame 0071

Registered Marks

Mark	Reg. No.	Reg. Date
THEROXIDIL	2942824	04/19/05
ALOE BURST	2719232	05/27/03
MEDIGEL	2003122	09/24/96
THERACURE	2008175	10/15/96
THERA SUN	1982537	06/25/96
THERATEIN	2024778	12/24/96
THERACORT	1810433	12/14/93
THERAGEN	1790087	08/31/93
THERATEIN and Design	1456010	09/08/87
THERAGEN and Design	1456009	09/08/87

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