### 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
General Electric Capital Corporation		12/31/2013	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Aqua Pharmaceuticals, LLC		
Street Address:	General Mitre, 151		
Internal Address:	c/o Almirall, S.A.		
City:	Barcelona		
State/Country:	SPAIN		
Postal Code:	08022		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		

Name:	Aqua Pharmaceuticals Intermediate Holdings, Inc.		
Street Address:	General Mitre, 151		
Internal Address:	c/o Almirall, S.A.		
City:	Barcelona		
State/Country:	SPAIN		
Postal Code:	08022		
Entity Type:	CORPORATION: DELAWARE		

Name:	Aqua Pharmaceuticals Holdings, Inc.		
Street Address:	General Mitre, 151		
Internal Address:	c/o Almirall, S.A.		
City:	Barcelona		
State/Country:	SPAIN		
Postal Code:	08022		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 1

**REEL: 005187 FRAME: 0322** 

TRADEMARK

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Property Type	Number	Word Mark		
Registration Number:	0880774	FLUOROPLEX		

#### **CORRESPONDENCE DATA**

Fax Number:

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

via US Mail.

Email: rebecca.lederhouse@bakermckenzie.com,

colleen.brennan@bakermckenzie.com

Correspondent Name: Rebecca Lederhouse

Address Line 1: 300 East Randolph Street, Suite 5000

Address Line 2: Baker & McKenzie LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 22117532-000015

#### DOMESTIC REPRESENTATIVE

Name:

Address Line 1: Address Line 2: Address Line 3: Address Line 4:

NAME OF SUBMITTER:	Rebecca Lederhouse
Signature:	/rebecca lederhouse/
Date:	01/06/2014

### Total Attachments: 3

source=Active\_53329498\_1\_GE-Aqua - Release of Security Interest in Trademark reel 4697 frame 0797 (executed)#page1.tif source=Active\_53329498\_1\_GE-Aqua - Release of Security Interest in Trademark reel 4697 frame 0797 (executed)#page2.tif source=Active\_53329498\_1\_GE-Aqua - Release of Security Interest in Trademark reel 4697 frame 0797 (executed)#page3.tif

TRADEMARK REEL: 005187 FRAME: 0323

#### TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK (this "Release") is made as of December 31, 2013 ("Effective Date") by GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Administrative Agent ("Grantee"), in favor of AQUA PHARMACEUTICALS, LLC, AQUA PHARMACEUTICALS INTERMEDIATE HOLDINGS, INC., and AQUA PHARMACEUTICALS HOLDINGS, INC. (each a "Grantor" and, collectively, the "Grantors").

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement, dated as of January 9, 2012 (the "January 2012 Agreement"), Grantors assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest in all of Grantors' right, title and interest in and to the Intellectual Property Collateral (as defined in the January 2012 Agreement, the "Aqua IP Collateral");

WHEREAS, the January 2012 Security Agreement was recorded with the United States Patent and Trademark Office on January 12, 2012 at Reel 4697, Frame 0797;

WHEREAS, Grantee has consented to the termination and release of the Lien on all of the Aqua IP Collateral, including but not limited to the trademark listed on <u>Schedule 1</u> hereto (collectively, the "<u>Released IP Collateral</u>");

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's mortgage, pledge, and hypothecation and Lien on and security interest in the Released IP Collateral is hereby terminated and released in full.
- 2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantors, 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 Released IP 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 Grantors.

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TRADEMARK
REEL: 005187 FRAME: 0324

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

Name: Jeffrey A. Schaal

Title: Duly Authorized Signatory

# Schedule 1

# **Trademark Collateral**

# REGISTERED TRADEMARKS

Mark	a Appln. No.	Filed:	Régn. No	Registered
FLUOROPLEX	72301227	6/24/68	880774	11/18/69

Schedule 1 to Termination and Release of Security Interest in Trademark

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**RECORDED: 01/06/2014** 

TRADEMARK

**REEL: 005187 FRAME: 0326**