## 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
Enterpreneur Growth Capital LLC		102/07/2014	LIMITED LIABILITY COMPANY: NEW YORK

## **RECEIVING PARTY DATA**

Name:	Bionanalytical Systems, Inc.	
Street Address:	2701 Kent Avenue	
City:	West Lafayette	
State/Country:	INDIANA	
Postal Code:	47906	
Entity Type:	CORPORATION: INDIANA	

#### PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2905896	BASI
Registration Number:	2431031	CULEX
Registration Number:	2870205	EMPIS
Registration Number:	2870169	EMPIS

## **CORRESPONDENCE DATA**

900279691

Fax Number:

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

via US Mail.

212-336-8000 Phone:

Email: ptodocket@arelaw.com

Correspondent Name: Amster Rothstein & Ebenstein LLP

Address Line 1: 90 Park Avenue

Address Line 2: Attn: Richard S. Mandaro

New York, NEW YORK 10016 Address Line 4:

32789/5 ATTORNEY DOCKET NUMBER:

REEL: 005211 FRAME: 0823

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NAME OF SUBMITTER:	Richard S. Mandaro	
Signature:	/Richard S. Mandaro/	
Date:	02/07/2014	
Total Attachments: 3 source=32789-5_Trademark_Release#page1.tif source=32789-5_Trademark_Release#page2.tif source=32789-5_Trademark_Release#page3.tif		

TRADEMARK REEL: 005211 FRAME: 0824

# RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Release"), dated as of February 7, 2014, is made in favor of BIONANALYTICAL SYSTEMS, INC., located at 2701 Kent Avenue, West Lafayette, Indiana 47906 (the "Trademark Holder") by ENTREPRENEUR GROWTH CAPTIAL, LLC located at 505 Park Avenue, 6<sup>th</sup> Floor, New York, New York 10022 (the "Releasing Party") under that certain TRADEMARK SECURITY AGREEMENT dated January 28, 2010 (as amended, supplemented, replaced, or otherwise modified from time to time, the "TRADEMARK SECURITY AGREEMENT"). Capitalized terms used and not defined herein shall have the meaning given such terms in the TRADEMARK SECURITY AGREEMENT.

## WITNESSETH:

WHEREAS, pursuant to the TRADEMARK SECURITY AGREEMENT, the Releasing Party agreed to make loans and other extensions of credit to the Trademark Holder;

**WHEREAS**, under the terms of the TRADEMARK SECURITY AGREEMENT, the Trademark Holder has executed and delivered a TRADEMARK SECURITY AGREEMENT to the Releasing Party, which was recorded with the United States Patent and Trademark Office on January 29, 2010 at Reel/Frame 004140/0309.

WHEREAS, pursuant to the TRADEMARK SECURITY AGREEMENT the Trademark Holder granted to the Releasing Party an encumbrance in and to certain of the Trademark Holder's property, namely those trademarks as set forth on Schedule A attached hereto and any future trademarks and trademark applications owned by the Trademark Holder (the "Trademark Collateral");

WHEREAS the liens and security interests created and evidenced by the TRADEMARK SECURITY AGREEMENT have been released and the Releasing Party has duly authorized the execution, delivery and performance of this Release, which purpose is to give notice of the relinquishment of security interest in the Trademark Collateral granted in favor of the Releasing Party, including but not limited to the Trademark Collateral.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Releasing Party hereby releases any and all right, title and interest in or to the following:

- (a) the Trademark Collateral;
- (b) all goodwill associated with the Trademark Collateral;
- (c) all rights to sue for past, present, and future infringements of the Trademark Collateral;

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- (d) all proceeds, including without limitation, license royalties and proceeds of infringement suits, based on the Trademark Collateral; and
- (e) all licenses and other agreements relating to the Trademark Collateral and the use thereof.

If any clause or provision of this Release shall be held invalid or unenforceable, in whole or in part in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

All notices, requests and demands to or upon the Trademark Holder or the Releasing Party under this Release shall be given by first class mail to the addresses listed above.

This Release may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

**IN WITNESS WHEREOF**, the Releasing Party has caused this Release to be duly executed and delivered by its authorized officer as of the day and year first above written.

ENTREPRENEUR GROWTH CAPITAL LLC

As Releasing Party

By:

Name: Dean Landis Title: President

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# SCHEDULE A

# **Registered Trademarks:**

- 1. "BASI" Reg. No. 2,905,896
- 2. "CULEX" Reg. No. 2,431,031
- 3. "EMPIS and Design" Reg. No. 2,870,205
- 4. "EMPIS" Reg. No. 2,870,169

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