

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		04/16/2014	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Millennium Laboratories, LLC (f/k/a Millennium Laboratories, Inc.)		
Street Address:	16981 Via Tazon		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92127		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4027489	ML	
Registration Number:	4044667	R.A.D.A.R.	
Serial Number:	85479248	TOX FOR DOCS	
Serial Number:	77906998	MILLENNIUM LABORATORIES	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-2895		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Samantha J. Himelman, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1664		
NAME OF SUBMITTER:	Samantha J. Himelman		
SIGNATURE:	/sjh/		
DATE SIGNED:	06/12/2014		
Total Attachments: 4			

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NOTICE OF RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Release"), effective as of April 16, 2014 is made by JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent (referred to herein as the "Agent"), in favor of Millennium Laboratories, LLC (f/k/a Millennium Laboratories, Inc.) (the "Company"), pursuant to that certain Credit Agreement dated as of March 29, 2012 (and as the same may be further amended or modified from time to time, the "Credit Agreement") among Millennium Lab Holdings, Inc., the Company, the Agent, the Lenders from time to time party thereto and the other agents party thereto.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, the Company and the other grantors party thereto, have executed and delivered in favor of the Agent (i) the Guarantee and Collateral Agreement, dated as of March 29, 2012 (the "Guarantee and Collateral Agreement"); and (ii) the Grant of Security Interest in Trademark Rights, dated as of March 29, 2012 and recorded with the United States Patent and Trademark Office (the "USPTO") on April 24, 2012 at Reel 4763 Frame 0739 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreements, the Company pledged and granted to the Agent for the benefit of the Agent and the other Secured Parties a continuing security interest in all of their intellectual property, including but not limited to the Trademarks and Trademark registrations set forth on Schedule A attached hereto (the "Released Trademarks");

WHEREAS, the Company's obligations under the Credit Agreement have been paid and satisfied in full pursuant to a refinancing, and the security interest in the Released Trademarks has been terminated in accordance therewith;

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and Security Agreement, as applicable.

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its security interest in, and right of setoff against, all of the Company's right, title and interest in, to and under the Released Trademarks, in addition to all other rights Agent may have under the Guarantee and Collateral Agreement and Security Agreement. All right, title and interest of the Company in the Released Trademarks are hereby reassigned by the

Agent to the Company and Agent hereby cancels such Guarantee and Collateral Agreement and Security Agreement with respect to the Released Trademarks, effective as of the date written above.

SECTION 3. Purpose. This Release has been executed and delivered by the Agent for the purpose of recording this Release with the USPTO.

SECTION 4. Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademarks.


SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Dawn LeeLum
Title: Executive Director

SCHEDULE A

U.S. Trademark Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>	<u>Owner</u>
ML	4,027,489	Millennium Laboratories, LLC (f/k/a Millennium Laboratories, Inc.)
R.A.D.A.R.	4,044,667	Millennium Laboratories, LLC (f/k/a Millennium Laboratories, Inc.)
TOX FOR DOCS	85/479,248	Millennium Laboratories, LLC (f/k/a Millennium Laboratories, Inc.)
MILLENNIUM LABORATORIES	77/906,998	Millennium Laboratories, LLC (f/k/a Millennium Laboratories, Inc.)