

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM308094

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc., as collateral agent		06/16/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Timm Medical Technologies, Inc.		
Street Address:	6585 CITY WEST PARKWAY		
City:	EDEN PRAIRIE		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1320535	RIGISCAN	
CORRESPONDENCE DATA			
Fax Number:	2157512622		
<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:	215-751-2622		
Email:	trademarks@schnader.com		
Correspondent Name:	James R. Meyer		
Address Line 1:	1600 Market Street, Suite 3600		
Address Line 2:	Schnader Harrison Segal & Lewis LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	0014521-0082/14US		
NAME OF SUBMITTER:	JAMES R. MEYER		
SIGNATURE:	/JAMES R. MEYER/		
DATE SIGNED:	06/19/2014		
Total Attachments: 3			
source=RIGISCAN - Auxilium_-_Trademark_Release#page1.tif			
source=RIGISCAN - Auxilium_-_Trademark_Release#page2.tif			
source=RIGISCAN - Auxilium_-_Trademark_Release#page3.tif			

CH \$40.00 1320535

PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

(this "Release") is dated as of June 16, 2014 by MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (in such capacity, the "Collateral Agent"), for the benefit of TIMM MEDICAL TECHNOLOGIES, INC., a Delaware corporation (collectively, the "Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of April 26, 2013 by and among the Grantor, ACTIENT PHARMACEUTICALS LLC, a Delaware limited liability company, SLATE PHARMACEUTICALS, INC., a Delaware corporation, AUXILIUM INTERNATIONAL HOLDINGS, INC., a Delaware corporation, and AUXILIUM US HOLDINGS, LLC, a Delaware limited liability company, and the Collateral Agent (the "Security Agreement"), the Grantor pledged, assigned and granted to the Collateral Agent a security interest in all of its right, title and interest in and to certain trademarks, including the trademarks set forth on Schedule I (the "Specified Trademarks");

WHEREAS, the Security Agreement was recorded with the Trademark Division of the U.S. Patent & Trademark Office on May 3, 2013, at Reel 5020 and Frame 0806;

WHEREAS, the Grantor desires to transfer certain of its assets subject to the liens of the Security Agreement, including the Specified Trademarks, and has requested that the Collateral Agent release its interest in the Specified Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Specified Trademarks and goodwill associated with the Specified Trademarks without representation, warranty or recourse of any kind whatsoever.

If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Specified Trademarks or the goodwill associated with the Specified Trademarks, it hereby assigns and transfers such rights, title or interest to the Grantor.

Other than the foregoing release of the Specified Trademarks, made by the Collateral Agent for the benefit of the Grantor on or around the date hereof, the Collateral Agent hereby confirms its lien on and security interest in all right, title and interest in and to all other trademarks pledged to it under the Security Agreement.

The release of the Collateral Agent's security interest in the Specified Trademarks shall not be construed to evidence or reflect the payment or satisfaction of any of the indebtedness or other obligations of the Grantor or any of its affiliates to the Collateral Agent or any of the Lenders.

Capitalized terms used but not defined herein shall have the meaning set forth in the Security Agreement.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the day and year first above written.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: 

Name: Stephen R. King

Title: VP

SCHEDULE I
to
PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date
RIGISCAN	Registered	73476590	Apr. 23, 1984	1320535	Feb. 19, 1985