OP \$40.00 0697007

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

nic Version v1.1 ETAS ID: TM319163

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	Release of Security Interest	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		10/01/2014	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Insight Pharmaceuticals LLC	
Street Address:	660 White Plains Road	
City:	Tarrytown	
State/Country:	NEW YORK	
Postal Code:	10591	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	0697007	BONINE

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com
Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Elaine Carrera, Legal Assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/	
DATE SIGNED:	10/06/2014	

Total Attachments: 5

source=Bonine Release (ABL)#page1.tif source=Bonine Release (ABL)#page2.tif source=Bonine Release (ABL)#page3.tif source=Bonine Release (ABL)#page4.tif source=Bonine Release (ABL)#page5.tif

> TRADEMARK REEL: 005375 FRAME: 0630

900303298

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "<u>Release</u>"), dated as of October 1, 2014 (the "<u>Effective Date</u>"), is made by CITIBANK, N.A., in its capacity as administrative agent (the "<u>Administrative Agent</u>"), in favor of the grantor party identified on the signature page hereto (the "Grantor").

WHEREAS, pursuant to that certain ABL Security Agreement, dated as of January 31, 2012, by and among the Administrative Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantor granted to the Administrative Agent, in its capacity as Administrative Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of September 3, 2014 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on September 10, 2014 at Reel/Frame 5359/0978;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release. The Administrative Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Administrative Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Administrative Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Administrative Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
- 4. <u>Further Assurances</u>. The Administrative Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 5. <u>Governing Law</u>. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

TRADEMARK
REEL: 005375 FRAME: 0631

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

CITIBANK, N.A., acting in its capacity as Administrative Agent for the Secured Parties

Name

Justin McMahan Vice President

Title:

[Signature Page to Bonine TM Release - ABL]

INSIGHT PHARMACEUTICALS LLC, as Grantor

Mame

Title: UFO

Schedule I to Release of Security Interest in Trademarks

Trademark Registrations

A. REGISTERED TRADEMARKS

Country	\$		Registration Date
United States of America	BONINE	0697007	03-May-1960

B. TRADEMARK APPLICATIONS

None.

RECORDED: 10/06/2014

TRADEMARK REEL: 005375 FRAME: 0634