

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM325074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novex Biotech IP Holdings, LLC		11/28/2014	LIMITED LIABILITY COMPANY: NEVADA
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC, as collateral agent		
Street Address:	875 Third Avenue		
Internal Address:	22nd floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2753165	CRENULIN-RCC	
Registration Number:	2610717	CUTTING GEL	
Registration Number:	3221486	ENDOTHIL	
Registration Number:	3363191	MUSCULOGENIC CELL RECRUITER	
Registration Number:	3298905	NOVEX BIOTECH	
Registration Number:	2679013	OXYDRENE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1489		
NAME OF SUBMITTER:	Scott Kareff (014951-1489)		

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SIGNATURE:	/kc for sk/
DATE SIGNED:	12/04/2014
Total Attachments: 3 source=Trademark Assignment for Security for Novex Biotech IP Holdings, LLC#page1.tif source=Trademark Assignment for Security for Novex Biotech IP Holdings, LLC#page2.tif source=Trademark Assignment for Security for Novex Biotech IP Holdings, LLC#page3.tif	

ASSIGNMENT FOR SECURITY - TRADEMARKS

WHEREAS, Novex Biotech IP Holdings, LLC, a Nevada limited liability company (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated November 28, 2014 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Cerberus Business Finance, LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and


WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 28, 2014.

NOVEX BIOTECH IP HOLDINGS, LLC

By: 
Name: LeGrand Lewis
Title: Vice President, Treasurer and Secretary

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications
Owned by Novex Biotech IP Holdings, LLC

Mark	Country	Filing Date	Serial No.	Reg. No.	Reg. Date
Crenulin-Rcc	United States;US	9/30/2002	78169232	2753165	8/19/2003
Cutting Gel	United States;US	10/27/2000	78032731	2610717	8/20/2002
Endothil	United States;US	6/23/2005	78657206	3221486	3/27/2007
Musculogenic Cell Recruiter	United States;US	2/4/2005	78/560901	3363191	1/1/2008
Novex Biotech	United States;US	1/13/2005	78/547328	3298905	9/25/2007
Oxydrene	United States;US	7/18/2000	78/017280	2679013	1/21/2003