

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334333

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association		03/06/2015	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Romark Laboratories, L.C.		
Street Address:	300 Bayport Drive, Suite 200		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
Name:	Romark Manufacturing, LLC		
Street Address:	300 Bayport Drive, Suite 200		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
Name:	Lapicor, N.V.		
Street Address:	Roosveld 2/6		
City:	3400 Landen		
State/Country:	BELGIUM		
Entity Type:	Limited Company: BELGIUM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2812956	ALINIA	
CORRESPONDENCE DATA			
Fax Number:	8585094010		
<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:	855-509-4071		
Email:	sdipdocket@pillsburylaw.com		
Correspondent Name:	Michelle L. Mehok		

CH \$40.00 2812956

TRADEMARK

Address Line 1: 12255 El Camino Real, Suite 300
Address Line 4: San Diego, CALIFORNIA 92130

ATTORNEY DOCKET NUMBER: 258340-0000166

NAME OF SUBMITTER: Michelle L. Mehok

SIGNATURE: /michelle mehok/

DATE SIGNED: 03/06/2015

Total Attachments: 5

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RELEASE OF TRADEMARK COLLATERAL AGREEMENT

This RELEASE OF TRADEMARK COLLATERAL AGREEMENT (this “Release”), dated as of March 6, 2015, by U.S. BANK NATIONAL ASSOCIATION (the “Collateral Agent”), in favor of ROMARK LABORATORIES, L.C., a Florida limited liability company (the “Issuer”), ROMARK MANUFACTURING, LLC (“Romark Manufacturing”), LAPICOR, N.V. (“Lapicor”, and together with the Issuer and Romark Manufacturing, each, a “Grantor”, and collectively, the “Grantors”).

WITNESSETH:

WHEREAS, pursuant to a Collateral Agreement, dated as of August 30, 2013, by and among the Grantors, the Collateral Agent and the other parties party thereto (the “Collateral Agreement”), each Grantor granted to the Collateral Agent a first-priority lien and security interest in its Proprietary Rights (subject to Permitted Liens) including trademark applications and registrations;

WHEREAS, pursuant to the Collateral Agreement, the Grantors executed and delivered to the Collateral Agent a Trademark Collateral Agreement, dated as of August 30, 2013, which Trademark Collateral Agreement was recorded with the United States Patent and Trademark Office (“USPTO”) on September 4, 2013, in Reel 5103, Frame 0592; and

WHEREAS, the Collateral Agent has agreed to release all of its rights in the collateral secured by the Trademark Collateral Agreement, including, without limitation, the trademarks listed on Schedule I attached hereto (the “Released Trademark Collateral”), and to reconvey any and all rights it may have in the Released Trademark Collateral to the Grantors.

NOW, THEREFORE, for other good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral Agreement, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or Trademark Collateral Agreement.

2. TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Collateral Agent hereby releases in its entirety all security interests, including the first-priority lien, granted pursuant to the Trademark Collateral Agreement. Collateral Agent hereby reconveys to each Grantor, without recourse or warranty, all of Collateral Agent’s right, title, claim and interest in and to the Released Trademark Collateral, including, but not limited to:

(a) all of the trademark registrations set forth in Schedule I hereto (the “Trademarks”);

(b) all goodwill of the business associated with the Trademarks; and

(c) all products and proceeds of the Trademarks, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark or (iii) right to receive license fees, royalties and other compensation under any license.

3. RECORDATION. The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this Release of the first-priority lien and security interest in the Trademark Collateral.

4. FURTHER ASSURANCE. The Collateral Agent hereby agrees to, at the sole expense of the Grantors, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonable necessary to effect the release of the first-priority lien and security interest in the Trademark Collateral contemplated hereby.

5. MODIFICATION. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

(Signature follows on next page)

U.S. BANK NATIONAL ASSOCIATION, as
Collateral Agent

By: 

Name Alison D.B. Nadeau

Title Vice President

Signature Page to Release of Trademark Collateral Agreement

TRADEMARK
REEL: 005473 FRAME: 0306

SCHEDULE I
to
RELEASE OF TRADEMARK COLLATERAL AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

<u>GRANTOR</u>	<u>TRADEMARK</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>	<u>GOODS</u>
Romark Laboratories, L.C.	ALINIA	2812956	February 10, 2004	Pharmaceuticals, namely, anti infective

NON-UNITED STATES TRADEMARK REGISTRATIONS

<u>GRANTOR</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>REG. NUMBER</u>	<u>FILING DATE</u>
Romark Laboratories, L.C.	Argentina	ALINIA	1,990,140	December 4, 2002
Romark Laboratories, L.C.	Benelux	ALINIA	0 731 006	
Romark Laboratories, L.C.	Bolivia	ALINIA	103802 C	May 23, 2003
Romark Laboratories, L.C.	Bolivia	ROMARK	93800 C	September 12, 2002
Romark Laboratories, L.C.	Brazil	ALINIA	825157242	
Romark Laboratories, L.C.	Chile	ALINIA	783774	May 2, 2003
Romark Laboratories, L.C.	Chile	CRYPTAZ	617172	February 27, 2001
Romark Laboratories, L.C.	Colombia	ALINIA	338908	May 26, 2003
Romark Laboratories, L.C.	Colombia	CRYPTAZ	274871	March 8, 2002
Romark Laboratories, L.C.	Costa Rica	ALINIA	143984	April 30, 2003
Romark Laboratories, L.C.	Costa Rica	CRYPTAZ	2001-331*	May 8, 2001
Romark Laboratories, L.C.	Dominican Republic	ALINIA	138176	May 8, 2003
Romark Laboratories, L.C.	Dominican Republic	CRYPTAZ	99200090*	March 13, 2001
Romark Laboratories, L.C.	Ecuador	ALINIA	133135*	April 21, 2003
Romark Laboratories, L.C.	Ecuador	CRYPTAZ	14244	January 7, 2001
Romark Laboratories, L.C.	El Salvador	ALINIA	173	May 5, 2003
Romark Laboratories, L.C.	Guatemala	ALINIA	133209	May 28, 2003

Romark Laboratories, L.C.	Guatemala	CRYPTAZ	116069	October 4, 2001
Romark Laboratories, L.C.	Honduras	ALINIA	91166	May 5, 2003
Romark Laboratories, L.C.	Madrid Convention countries	ALINIA	806515	
Romark Laboratories, L.C.	Mexico	ALINIA	825,496*	
Romark Laboratories, L.C.	Nicaragua	ALINIA	70624	May 5, 2003
Romark Laboratories, L.C.	Nicaragua	CRYPTAZ	51087	February 8, 2001
Romark Laboratories, L.C.	Panama	ALINIA	126982	May 7, 2003
Romark Laboratories, L.C.	Panama	CRYPTAZ	112991	February 21, 2001
Romark Laboratories, L.C.	Paraguay	ALINIA	263257	May 12, 2001
Romark Laboratories, L.C.	Peru	ALINIA	P00089378	December 3, 2002
Romark Laboratories, L.C.	Peru	ROMARK	P00082599	February 19, 2002
Romark Laboratories, L.C.	Peru	CRYPTAZ	P00074397	May 10, 2001
Romark Laboratories, L.C.	Uruguay	ALINIA	731006	
Romark Laboratories, L.C.	Uruguay	CRYPTAZ	331682	May 29, 2001
Romark Laboratories, L.C.	Venezuela	ALINIA	1267453*	May 2, 2003
Romark Laboratories, L.C.	Venezuela	CRYPTAZ	P238036	February 8, 2001

* *Application* number, which may or may not be the same as *Registration* number

Trademark Licenses