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ETAS ID: TM337178

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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.		04/02/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Alvogen, Inc.		
Street Address:	10 Bloomfield Avenue, Building B		
City:	Pine Brook		
State/Country:	NEW JERSEY		
Postal Code:	07058		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1492883	MACROBID
Registration Number:	1239148	MACRODANTIN
Registration Number:	1246810	MACRODANTIN
Registration Number:	843999	MACRODANTIN

CORRESPONDENCE DATA

Fax Number: 2124552502

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.

Phone: (212) 455-3605

Email: ksolomon@stblaw.com
Correspondent Name: Genevieve Dorment, 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:	002114/0002
NAME OF SUBMITTER:	Genevieve Dorment
SIGNATURE:	/gd/
DATE SIGNED:	04/02/2015

Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

TERMINATION AND RELEASE dated as of April 2, 2015, from MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as Collateral Agent (the "Agent") to ALVOGEN, INC., a Delaware corporation (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Collateral Agreement, dated as of May 23, 2013, in favor of the Agent (the "<u>Collateral Agreement</u>"), Grantor granted a security interest (the "<u>Security Interest</u>") to the Agent in certain collateral, including the trademark registrations set forth on <u>Schedule I</u> (the "<u>Trademarks</u>") hereto;

WHEREAS, pursuant to that certain Trademark Collateral Agreement dated as of May 23, 2013, among the Agent and Grantor (the "<u>Trademark Agreement</u>"), Grantor, by reference to the Collateral Agreement, reaffirmed the grant of the Security Interest to the Agent specifically in certain Trademark Collateral (as that term is defined in the Trademark Agreement);

WHEREAS, the Trademark Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 23, 2013 at Reel 5034 and Frame 0230.

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, including the payment and performance in full of the Obligations, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

- 1. <u>Definitions</u>. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Agreement or the Collateral Agreement.
- 2. <u>Release of Security Interest</u>. The Agent hereby, without representation or warranty of any kind, terminates, releases and discharges its Security Interest in the Trademark Collateral, including the Trademarks, all goodwill of the business associated with the Trademarks, and any right, title or interest of the Agent in such Trademark Collateral arising under the Trademark Agreement or Collateral Agreement shall hereby cease and become void.
- 3. <u>Further Assurances</u>. Upon the reasonable request of the Grantor, and at the Grantor's sole cost and expense, the Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as Collateral Agent

By:

Name: Stephen B. King Title: Vice President

[Signature Page to Alvogen, Inc. Trademark Release]

SCHEDULE I

U.S. Trademark Registrations

IRADEMARK	<u>REG.</u> SUMBER	REG_DATE	GOODS
MACROBID	1492883	June 21, 1988	Urinary tract antibacterial, in class 5
MACRODANTIN and Capsule Design	1239148	May 24, 1983	A urinary tract antibacterial, in class 5
MACRODANTIN and Capsule Design	1246810	August 2, 1983	A urinary tract antibacterial, in class 5
MACRODANTIN	0843999	February 13, 1968	Plearmaceutical preparation containing nitrofurantoin in class 5

002114-0002-11793-Active.17089797.5

RECORDED: 04/02/2015