

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM352990

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		08/12/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	SEBELA INTERNATIONAL 3 LIMITED		
Street Address:	21 LAFFAN STREET		
Internal Address:	H.P. HOUSE		
City:	HAMILTON		
State/Country:	BERMUDA		
Postal Code:	HM09		
Entity Type:	LIMITED COMPANY: IRELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1552470	MOTOFEN	
CORRESPONDENCE DATA			
Fax Number:	9374436635		
<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>			
Email:	ipdocket@thompsonhine.com		
Correspondent Name:	Ashish D. Patel		
Address Line 1:	10050 INNOVATION DRIVE		
Address Line 2:	SUITE 400		
Address Line 4:	Dayton, OHIO 45342-4934		
ATTORNEY DOCKET NUMBER:	092030.00012		
NAME OF SUBMITTER:	Ashley L. Pecora		
SIGNATURE:	/Ashley L. Pecora/		
DATE SIGNED:	08/27/2015		
Total Attachments: 4			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made this 12th day of August, 2015 (the “Release Date”) by General Electric Capital Corporation as administrative agent (in such capacity, the “Agent”) for the benefit of Sebela International 3 Limited, an Irish company (the “Grantor”).

WHEREAS, Grantor has entered into that certain Amended and Restated Credit Agreement dated as of August 14, 2014 (as amended by that certain Amendment No. 1 to Amended and Restated Credit Agreement, dated as of October 8, 2014; that certain Amendment No. 2 to Amended and Restated Credit Agreement, dated as of December 31, 2014; that certain Amendment No. 3 to Amended and Restated Credit Agreement, dated as of April 6, 2015 and as further amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) with the Agent, the other Credit Parties signatory thereto, and the Lenders party thereto;

WHEREAS, to secure payment and performance in full of the Lenders’ obligations, Grantor entered into that certain Trademark Security Agreement, dated as of August 13, 2014 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Trademark Security Agreement”), pursuant to which Grantor granted to the Agent all of its right, title and interest, in, to and under (i) all of its Trademarks and all Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Exhibit A hereto, (ii) all renewals and extensions of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark, and (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof (the “Trademark Collateral”);

WHEREAS, the Trademark Security Agreement was filed with the United States Patent and Trademark Office (“USPTO”) on August 13, 2014 and such filing was recorded in the USPTO at Reel 5343/Frame 0027; and

WHEREAS, Grantor has requested that the Agent terminate, release and discharge, on behalf of itself and the other Secured Parties, its security interest in the Trademark Collateral, and in accordance with Section 8.2(h)(i)(y) of the Credit Agreement, the Agent is authorized by the Lenders to do so.

In consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Agent hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademark Collateral granted by Grantor under the Trademark Security Agreement, the Credit Agreement or any other security agreement or financing document executed in connection with the Credit Agreement. All rights and interests of the Grantor and the other Secured Parties in and to the Trademark Collateral hereby revert to the Grantor. The Grantor hereby acknowledges that the Agent’s execution and delivery of this Release is made without recourse, representation, warranty or other assurance of any kind by the Agent as to the Agent’s rights in any Trademark Collateral, the condition or value of any Trademark Collateral, or, except as expressly provided herein, any other matter.

2. Recordation of Release. The Agent understands and agrees that this Release may be recorded by or for Grantor with the USPTO.

3. Further Actions. The Agent further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that Grantor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to Grantor and the cost and expense of such documents and actions shall be borne solely by Grantor.

4. Electronic Delivery. Delivery of an executed signature page of this Release by facsimile transmission or other Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

5. Governing Law. This Release shall be governed by the internal laws of the State of New York.

6. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: Alaina M. Powers
Title: Duly Authorized Signatory

EXHIBIT A
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

<u>Trademark</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Description</u>
Motofen	73765421	August 22, 1989	IC 005. US 018. G & S: PHARMACEUTICAL COMPOSITION FOR THE TREATMENT OF DIARRHEA. FIRST USE: 19880816