

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monroe Capital Management Advisors, LLC		10/05/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cytovance Biologics, Inc.		
Street Address:	800 Research Pkwy #200		
City:	Oklahoma		
State/Country:	OKLAHOMA		
Postal Code:	73104		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2891313	CYTOVANCE	
CORRESPONDENCE DATA			
Fax Number:	9175223141		
<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:	212 735-8741		
Email:	msegui@morrisoncohen.com		
Correspondent Name:	Joshua Saidlower		
Address Line 1:	909 Third Avenue		
Address Line 2:	c/o Morrison Cohen LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	023040-0009(JSAIDLOWER)		
NAME OF SUBMITTER:	Joshua Saidlower		
SIGNATURE:	/Joshua Saidlower/		
DATE SIGNED:	10/08/2015		
Total Attachments: 5			
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made this 5th day of October, 2015 (the "Release Date") by Monroe Capital Management Advisors, LLC, a Delaware limited liability company in its capacity as administrative agent for Lenders (as defined below) (the "Secured Party"), for the benefit of Cytovance Biologics, Inc., a Delaware corporation (the "Debtor").

WHEREAS, the Debtor, the financial institutions parties thereto (collectively, "Lenders") and the Secured Party, are parties to that certain Credit Agreement, dated as of October 24, 2014 (as amended or modified from time to time, the "Credit Agreement");

WHEREAS, the Debtor and Secured Party are parties to that certain Guaranty and Collateral Agreement dated as of October 24, 2014 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Security Agreement"), pursuant to which the Debtor granted to the Secured Party security interests and liens in and to certain assets of the Debtor, including, without limitation, all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, without limitation: (a) the registrations and applications identified on Exhibit A attached hereto and made a part hereof; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and (e) all products and proceeds of the foregoing, including any income, royalties, and awards and any claim by the Debtor against third parties for past, present, or future infringement of any trademark or any trademark licensed under any trademark license (the "Trademarks");

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office (the "USPTO") notices of security interests in certain of the Trademarks; and

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Credit Agreement and the other financing documents executed in connection therewith and has requested that the Secured Party release its security interest in the Trademarks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby terminates, releases and discharges any and all security interests in the Trademarks granted by the Debtor under the Security Agreement and/or any other Collateral Documents.
2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO (at Debtor's sole cost).
3. Further Actions. Secured Party further agrees to execute any other document and take any further action necessary to more fully effectuate the mutual intent and purpose of this Release, provided, that any such document is to be prepared by counsel to the Debtor and the cost and expense of any such document and actions shall be at the sole cost of the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement and/or the Security Agreement, as applicable.


5. Counterparts. This Release may be executed in one or more counterparts, each of which taken together shall constitute one and the same instrument, admissible into evidence. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized officer as of the Release Date.

AGREED:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as Secured Party

By: 
Gerry Burrows
Director

ACKNOWLEDGED AND ACCEPTED:

CYTOVANCE BIOLOGICS, INC.

By: _____
Name: Richard C. Vaillant
Its: Chief Financial Officer

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized officer as of the Release Date.

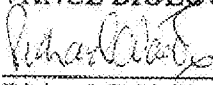
AGREED:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as Secured Party

By: _____
Gerry Burrows
Director

ACKNOWLEDGED AND ACCEPTED:

CYTOVANCE BIOLOGICS, INC.

By: 
Name: Richard C. Vaillant
Its: Chief Financial Officer

[Signature Page to Termination and Release of Security Interest in Trademarks]

TRADEMARK

REEL: 005641 FRAME: 0494

EXHIBIT A

Trademarks

Cytovance, Inc.

Servicemark	Serial Number	Trademark Registration Number	Date of Application	Date of Registration
Cytovance	78-280279	2891313	July 29, 2003	October 5, 2004