

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372125

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HSBC BANK USA, NATIONAL ASSOCIATION		01/29/2016	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Alvogen US IP Holdings 2, LLC		
Street Address:	10 Bloomfield Avenue, Building B		
City:	Pine Brook		
State/Country:	NEW JERSEY		
Postal Code:	07058		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1492883	MACROBID	
Registration Number:	1262183		
Registration Number:	0843999	MACRODANTIN	
Registration Number:	1246810	MACRODANTIN	
Registration Number:	1239148	MACRODANTIN	
Registration Number:	1252117		
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	2123186824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	75 East 55th Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	94252.00002		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	02/05/2016		

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Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "*Termination and Release*") is granted as of January 29, 2016 by **HSBC BANK USA, NATIONAL ASSOCIATION**, as Agent (the "*Agent*") in favor of the Grantors (as such term is defined below).

WHEREAS, ALVOGEN INC., a Delaware corporation ("*Alvogen*") and **ALMATICA PHARMA INC.**, a Delaware corporation ("*Almatica Pharma*"), entered into an intellectual property security agreement dated as of March 24, 2014 (as amended, modified or supplemented prior to the date hereof, the "*Trademark Agreement*") with Agent, notice of which was recorded in the Assignment Division of the United States Patent and Trademark Office on March 25, 2014, at Reel 5243, Frame 0423.

WHEREAS, ALVOGEN AZ IP HOLDINGS, LLC, a Delaware limited liability company ("*AZ IP*"), entered into an intellectual property security agreement dated as of November 9, 2015 (as amended, restated, supplemented or otherwise modified prior to the date hereof, "*Trademark Agreement #2*") with Agent, notice of which was recorded in the Assignment Division of the United States Patent and Trademark Office on November 18, 2015, at Reel 5672, Frame 0122.

WHEREAS, ALVOGEN US IP HOLDINGS, LLC, a Delaware limited liability company ("*US IP Holdings*"), entered into an intellectual property security agreement dated as of November 9, 2015 (as amended, restated, supplemented or otherwise modified prior to the date hereof, "*Trademark Agreement #3*") with Agent, notice of which was recorded in the Assignment Division of the United States Patent and Trademark Office on November 18, 2015, at Reel 5671, Frame 0181.

WHEREAS, ALVOGEN US IP HOLDINGS 2, LLC, a Delaware limited liability company ("*US IP Holdings 2*"), entered into an intellectual property security agreement dated as of November 9, 2015 ("*Trademark Agreement #4*") with Agent, notice of which was recorded in the Assignment Division of the United States Patent and Trademark Office on November 18, 2015, at Reel 5672, Frame 0129.

WHEREAS, each of Alvogen, Almatica Pharma, AZ IP, US IP Holdings and US IP Holdings 2 (each, a "*Grantor*," and collectively, the "*Grantors*") granted the Agent, under the terms of the Trademark Agreement, Trademark Agreement #2, Trademark Agreement #3, and Trademark Agreement #4 (collectively, the "*Grants*"), a continuing security interest (each, a "*Security Interest*" and collectively, the "*Security Interests*") in favor of the Agent, in and to certain of Grantors' intellectual property, including without limitation the trademarks listed in **Schedule 1** and all of the goodwill of the business connected with the use of, and symbolized by the trademarks, as well as all proceeds and claims based on past, present, or future infringement (collectively, the "*Trademarks*").

WHEREAS, the Grantors have requested that Agent provide a document suitable for recording in the United States Patent and Trademark Office to evidence the release of its Security Interests in and liens on the Trademarks described in the Grants as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby:

1. terminates the Grants and releases, terminates and discharges all liens and Security Interests in each Grantor's right, title and interest in, to and under the Trademarks including those Trademarks identified in Schedule 1 hereto; and
2. agrees that it shall, and at any Grantor's, or its respective successor's or assign's, reasonable request, execute, acknowledge and deliver to Grantors all further releases and other documents, and take all other actions necessary or reasonably desirable for the release of such security interest.

THIS TERMINATION AND RELEASE AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS TERMINATION AND RELEASE AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

[Signature page follows this page.]

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

HSBC BANK USA, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Jake Mouncey

Title: Vice President

SCHEDULE I

TRADEMARKS

Reel 5243, Frame 0423

Avogen Inc. and Almatica Pharma Inc.

No.	Word Mark	Application Number	Registration Number
1.	MACRODANTIN	72280521	843999
2.	MACRODANTIN	73341386	1246810
3.	MACRODANTIN	73341387	1239148
4.	(DESIGN)	73341388	1252117
5.	(DESIGN)	73345583	1262183
6.	TODAY	73552216	1387999
7.	MACROBID	73692944	1492883
8.	TODAY	76537776	3307734
9.	TODAY	76537778	3418798
10.	TODAY	76978100	3121336
11.	TODAY	77232969	3398167
12.	TODAY	78361802	3325626
13.	NAPRELAN	73659443	1955461

5672, Frame 0122

Alvogen AZ IP Holdings, LLC

No.	Word Mark	Registration Number
1.	TENORETIC	1148645
2.	TENORMIN	3964271
3.	ZESTRIL	1447100
4.	ZESTORETIC	1521488

Reel 5671, Frame 0181

Alvogen US IP Holdings, LLC

No.	Word Mark	Registration Number
1.	NAPRELAN	1955461

Reel 5672, Frame 0129

Alvogen US IP Holdings 2, LLC

No.	Word Mark	Registration Number
1.	Macrobid	1492883
2.	Capsule Design	1262183
3.	Macrofantin	0843999
4.	Macrofantin	1246810
5.	Macrofantin	1239148
6.	Capsule Design	1252117