

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387713

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		06/13/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	DPT LABORATORIES, LTD.		
Street Address:	318 McCullough		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78215		
Entity Type:	Limited Partnership: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2465652	D P T	
Registration Number:	2465651	D P T	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2001 Ross Avenue, Suite 3600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	53372-30050		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	06/13/2016		
Total Attachments: 3			
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RELEASE TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST (this “Release”) is made as of June 13, 2016 (“Effective Date”) by Bank of America, N.A., as Collateral Agent for the Creditors (the “Collateral Agent”), in favor of DPT Laboratories, LTD, a Texas limited partnership (the “Grantor”). All terms not herein defined, have the meanings set forth in the Security Agreement referenced below.

WHEREAS, Grantor and the Collateral Agent are parties to that certain Amended and Restated Pledge, Assignment, and Security Agreement dated as of July 30, 2004 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) executed in order to secure the prompt and complete payment, observance and performance of all of the Obligations in accordance with the terms and conditions of the various loan documents and which was filed with the United States Patent and Trademark Office (“USPTO”);

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Collateral Agent on behalf of the Creditors, among other collateral as set forth therein, a continuing security interest in all of the Grantor’s right, title and interest, including goodwill in the trademarks, in, to and under the United States trademarks registrations and applications listed on the attached Schedule A (the “Trademarks”);

WHEREAS, the Security Agreement was recorded in the USPTO on August 10, 2004 at Reel/Frame 2918/0563; and

WHEREAS, the Collateral Agent wishes to release its security interest in the Trademarks.

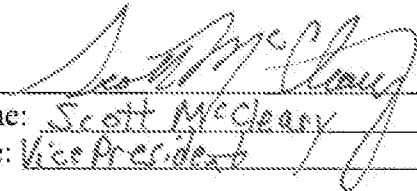
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, releases and discharges any security interest in and lien upon the Trademarks, and assigns, transfers, and conveys to the Grantor any and all right, title or interest in, or to, the Trademarks that the Collateral Agent may hold.

Collateral Agent agrees, at the Grantor’s expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed, on behalf the Creditors, by its duly authorized representative effective as of the Effective Date.

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Scott McCleary
Title: Vice President

SCHEDULE A

Trademarks

<u>Trademark</u>	<u>Registration Number</u>
DPT (Flask Design plus letters)	2465652
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