

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395977

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
White Oak Global Advisors, LLC		08/16/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MonoSol RX, LLC		
Street Address:	6560 Melton Road		
City:	Portage		
State/Country:	INDIANA		
Postal Code:	46368		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3336176	MONOSOL RX	
Registration Number:	3580900	PHARMFILM	
Registration Number:	3349534		
CORRESPONDENCE DATA			
Fax Number:	6173454745		
<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:	lleone@daypitney.com		
Correspondent Name:	Linda Leone		
Address Line 1:	One International Place		
Address Line 2:	Day Pitney LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda Leone		
SIGNATURE:	/Linda Leone/		
DATE SIGNED:	08/23/2016		
Total Attachments: 8			
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**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 16, 2016, is between MonoSol Rx, LLC, a Delaware limited liability company (the "Grantor"), and White Oak Global Advisors, LLC, a Delaware limited liability company, as agent for the benefit of the Secured Creditors (as hereinafter defined) ("Agent").

WHEREAS, Grantor has previously entered into that certain Loan and Security Agreement, dated as of December 6, 2012 (as amended, supplemented and/or otherwise modified from time to time, the "Loan Agreement"), among Grantor, the entities which from time to time are parties thereto as Guarantors, the entities which from time to time are parties thereto as Lenders, and Agent, pursuant to which Lenders have agreed, subject to certain terms and conditions, to extend various financial accommodations to Grantor (Agent and Lenders are sometimes hereinafter referred to collectively as "Secured Creditors");

WHEREAS, in order to partially secure the Grantor's obligations to the Agent under the Loan Agreement, the Grantor executed and delivered in favor of the Agent that certain Trademark Security Agreement, dated as of December 6, 2012 (the "Trademark Security Agreement"), pursuant to which the Grantor pledged and granted to the Agent a security interest and lien in the Trademark Collateral, which includes, without limitation, the trademarks, trademark applications and rights under or interest in trademark licenses listed on Schedule A of the Trademark Security Agreement, to secure its payment obligations under the Loan Agreement; and

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "USPTO") on December 10, 2012 at Reel 004915, Frame 0719; and

WHEREAS, all capitalized terms used herein not otherwise defined shall have the meanings ascribed to such terms in the Loan Agreement;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Termination of Collateral Assignment. The Trademark Security Agreement is hereby terminated and deemed of no further force or effect and that each party thereto shall have no further obligation thereunder.

2. Release of Security Interest. The Agent hereby terminates, cancels, discharges and releases any and all liens and security interests in and to the Trademark Collateral. The Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Agent, all of the Agent's right, title and interest in and to the Trademark Collateral.

3. Recording with USPTO. The Agent hereby authorizes the Grantor to file and record this Agreement with the USPTO.

4. Representations and Warranties. Each party hereto represents and warrants to the other party that: (i) it has all requisite power and authority to enter into this Agreement; (ii) the execution, delivery and performance of this Agreement has been fully authorized by all necessary action on its part and does not violate any provision of any agreement, charter, order, judgment or law to which it is a party or by which it or its properties are bound; and (iii) this Agreement constitutes the legal, valid and binding obligation of such party enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency and similar laws affecting the rights of creditors generally and by general principles of equity.

5. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor, and the Grantor's successors, permitted assigns or other legal representatives, all such cooperation and assistance (including, but not limited to, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to effectuate the purposes of this Agreement.

6. Governing Law. This Agreement shall be in accordance with and governed by the laws of the State of New York without regard to principles of conflicts of law (other than New York General Obligations Law 5-1401 and 5-1402).

7. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first above written.

MONOSOL RX, LLC

By: 

Name: Keith J. Kendall

Title: Chief Executive Officer

Termination and Release of Trademark Security Agreement

TRADEMARK
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WHITE OAK GLOBAL ADVISORS, LLC

By: Barbara J.S. McFee
Name: Barbara J.S. McFee
Title: Manager

Monosol Trademarks							
Trademark:	Country Name	Trademark Status	Application #	Filing Date	Registration #	Registration Date	Goods:
MONOSOL RX	Australia	Registered	1082831	27-Oct-2005	1082831	27-Feb-2006	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods
MISCELLANEOUS DESIGN (TEAR DROP LOGO)	Australia	Registered	1082829	26-Oct-2005	1082829	13-Mar-2006	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods
TEAR DROP Logo	Canada	Registered	1278011	26-Oct-2005	750764	21-Oct-2009	Polymer compositions in sheet and strip form used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods.
* MONOSOL RX	European Community	Registered	4720694	27-Oct-2005	4720694	23-Oct-2006	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods
PHARMFILM	European Community	Registered	6932339	23-May-2008	6932339	17-Feb-2009	Class : 05 Int. Films dissolvable in the mouth for the oral delivery of drugs, pharmaceuticals and dietary supplements to humans
MISCELLANEOUS DESIGN (TEAR DROP LOGO)	European Community	Registered	4720637	27-Oct-2005	4720637	16-Apr-2008	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods, with the exclusion of all goods in relation to footwear industry.
MISCELLANEOUS DESIGN (TEAR DROP LOGO)	European Community	Registered	4042834	23-Sep-2004	4042834	10-Nov-2005	Class : 17 Int. Soluble films
MONSOL RX & Design	Japan	Registered	2005-100981	27-Oct-2005	5043346	27-Apr-2007	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods

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MISCELLANEOUS DESIGN (TEAR DROP LOGO)	Australia	Registered	1082829	26-Oct-2005	1082829	13-Mar-2006	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods
TEAR DROP Logo	Canada	Registered	1278011	26-Oct-2005	750764	21-Oct-2009	Polymer compositions in sheet and strip form used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods.
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PHARMFILM	European Community	Registered	6932339	23-May-2008	6932339	17-Feb-2009	Class : 05 Int. Films dissolvable in the mouth for the oral delivery of drugs, pharmaceuticals and dietary supplements to humans
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MISCELLANEOUS DESIGN (TEAR DROP LOGO)	European Community	Registered	4042834	23-Sep-2004	4042834	10-Nov-2005	Class : 17 Int. Soluble films
MONOSOL RX & Design	Japan	Registered	2005-100981	27-Oct-2005	5043346	27-Apr-2007	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods

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Monosol Trademarks							
Trademark:	Country Name	Trademark Status	Application #	Filing Date:	Registration #	Registration Date:	Goods:
*MISCELLANEOUS DESIGN (TEAR DROP LOGO)	Japan	Registered In Name of MonoSol, LLC	2005-100980	27-Oct-2005	4945791	14-Apr-2006	Class : 01 Int. Unprocessed plastic [plastic in primary form]; chemicals; adhesives [not for stationary or household purposes]
*MONOSOL RX	Mexico	Registered In Name of MonoSol, LLC	747423	27-Oct-2005	916674	25-Jan-2006	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods
*MISCELLANEOUS DESIGN (TEAR DROP LOGO)	Mexico	Registered In Name of MonoSol, LLC	747425	27-Oct-2005	916675	25-Jan-2006	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods
BSF	United States of America	Allowed	771905,469	5-Jan-2010			Class : 05 Int. Films dissolvable in the mouth for the oral delivery of drugs, pharmaceuticals and dietary supplements to humans
MONOSOL RX	United States of America	Registered	78/618,510	27-Apr-2005	3,336,176	13-Nov-2007	Class : 01 Int. Polymer compositions used in the manufacture of medical, pharmaceutical, and personal hygiene goods
ODFS	United States of America	Allowed	771825,112	11-Sep-2009			Class : 05 Int. Drug delivery agents in the form of films dissolvable in the mouth that provide for the release of a wide variety of drugs, pharmaceuticals and dietary supplements to humans
OSF	United States of America	Allowed	771905,426	5-Jan-2010			Class : 05 Int. Films dissolvable in the mouth for the oral delivery of drugs, pharmaceuticals and dietary supplements to humans
PHARMFILM	United States of America	Registered	76/577,939	26-Feb-2004	3,580,900	24-Feb-2009	Class : 05 Int. Films dissolvable in the mouth for the oral delivery of drugs, pharmaceuticals and dietary supplements to humans

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Monosol Trademarks							
Trademark	Country Name	Trademark Status	Application #	Filing Date	Registration #	Registration Date	Goods
SSF	United States of America	Allowed	77/921,329	27-Jan-2010			Class : 05 Int. Films dissolvable in the mouth for the oral delivery of drugs, pharmaceuticals and dietary supplements to humans
TEAR DROP Logo	United States of America	Registered	78/618,505	27-Apr-2005	3,349,534	04-Dec-2007	Class : 01 Int. Polymer compositions used in the manufacture of commercial, industrial, medical, pharmaceutical, personal hygiene, and domestic and household goods.

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RECORDED: 08/23/2016