

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medley Capital LLC		12/23/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Protogenic LLC		
Street Address:	7401 Church Ranch Boulevard		
Internal Address:	Suite 206		
City:	Westminster		
State/Country:	COLORADO		
Postal Code:	80021		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4003024	PROTOGENIC	
Registration Number:	4106941	HI-RES 3D	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2128138800		
Email:	NY-TM-Admin@goodwinprocter.com		
Correspondent Name:	GOODWIN PROCTER LLP/Janis Nici		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
NAME OF SUBMITTER:	Janis Nici		
SIGNATURE:	/janis nici/		
DATE SIGNED:	12/27/2016		
Total Attachments: 4			
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OP \$65.00 4003024

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”) is made this 23rd day of December, 2016 (the “Release Date”) by Medley Capital LLC, in its capacity as Collateral Agent (the “Agent”), for the benefit of PROTOGENIC LLC, a Delaware Limited Liability company (“Debtor”).

WHEREAS, Debtor has entered into that certain Trademark Security Agreement, dated as of May 23, 2013 with Medley Capital Corporation (the “Prior Agent”) (as amended, supplemented or otherwise modified, the “Security Agreement”), pursuant to which Debtor granted to Prior Agent all of its right, title and interest in, to and under the following collateral of the Debtor (the “Marks”):

- a. all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto, provided that no security interest shall be granted in any “intent-to-use” Trademark application;
- b. all Trademark Licenses;
- c. all renewals and extensions of the foregoing;
- d. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- e. 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;

WHEREAS, Prior Agent has recorded with the United States Patent and Trademark Office (the “USPTO”), at Reel 005038 and Frames 0122-0127, notices of security interests in the Marks;

WHEREAS, Prior Agent has assigned all of its right, title and interest in, to and under the Marks to the Agent under that certain Assignment of Trademark Security Agreement, dated as of April 15, 2016 (the “Assignment”); and

WHEREAS, all outstanding amounts owed under any financing documents executed in connection with the Security Agreement have been satisfied and the Debtor has requested that Agent release its security interest in the Marks.

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

1. Release of Security Interest. Effective as of the Release Date, Agent hereby irrevocably and forever terminates, releases and discharges any and all security interests in the

Marks granted by the Debtor under the Security Agreement, without recourse, representation or warranty of any kind or nature.

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


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

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

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

MEDLEY CAPITAL LLC,
as Agent

By: 
Name: Richard T. Allorto, Jr.
Title: Chief Financial Officer

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

**SCHEDULE I
TO
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**

Trademark Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY OF REGISTRATION
Protogenic LLC	Protogenic	4003024	7/26/2011	United States
Protogenic LLC	Hi-Res 3D	4106941	02/28/2012	United States