

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433420

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST RECORDED AT REEL/FRAME 5701/0051		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcare Financial Solutions, LLC		06/30/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SEBELA INTERNATIONAL LIMITED		
Street Address:	21 Laffan Street		
Internal Address:	H.P. House		
City:	Hamilton		
State/Country:	BERMUDA		
Postal Code:	HM09		
Entity Type:	Company: IRELAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2049745	HELIDAC	
Registration Number:	0773095	ZYLOPRIM	
Registration Number:	0732654	IMURAN	
Registration Number:	1421681		
CORRESPONDENCE DATA			
Fax Number:	2125562222		
<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:	212 556 2100		
Email:	vbantug@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	1185 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	24046.015073		
NAME OF SUBMITTER:	Vicky R. Bantug		
SIGNATURE:	/Vicky R. Bantug/		
DATE SIGNED:	06/30/2017		

OP \$115.00 2049745

Total Attachments: 4

source=Sebela - Trademark Release (June 2017)#page1.tif

source=Sebela - Trademark Release (June 2017)#page2.tif

source=Sebela - Trademark Release (June 2017)#page3.tif

source=Sebela - Trademark Release (June 2017)#page4.tif

**PARTIAL TERMINATION AND RELEASE OF SECURITY INTEREST IN
TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made this 30th day of June, 2017 (the “Release Date”) by Healthcare Financial Solutions, LLC (as successor-in-interest to General Electric Capital Corporation) as administrative agent (in such capacity, the “Agent”) for the benefit of Sebela International Limited, an Irish limited liability company (the “Grantor”).

WHEREAS, Grantor has entered into that certain Amended and Restated Credit Agreement dated as of August 14, 2014 (as amended by that certain Amendment No. 1 to Amended and Restated Credit Agreement, dated as of October 8, 2014; that certain Amendment No. 2 to Amended and Restated Credit Agreement, dated as of December 31, 2014; that certain Amendment No. 3 to Amended and Restated Credit Agreement, dated as of April 6, 2015; that certain Amendment No. 4 to Amended and Restated Credit Agreement, dated as of August 7, 2015; that certain Amendment No. 5 to Amended and Restated Credit Agreement, dated as of July 25, 2016; that certain Amendment No. 6 to Amended and Restated Credit Agreement, dated as of November 21, 2016, that certain Amendment No. 7 to Amended and Restated Credit Agreement, dated as of April 12, 2017 and that certain Amendment No. 8 to Amended and Restated Credit Agreement dated as of May 30, 2017 and as further amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) with the Agent, the other Credit Parties signatory thereto, and the Lenders party thereto;

WHEREAS, to secure payment and performance in full of the Lenders’ obligations, Grantor entered into that certain Trademark Security Agreement, dated as of December 31, 2015 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Trademark Security Agreement”), pursuant to which Grantor granted to the Agent all of its right, title and interest, in, to and under (i) its Trademarks and Licenses specified therein providing for the grant by or to such Grantor of any right under such Trademarks, including, without limitation, those referred to on Exhibit A hereto, (ii) all renewals and extensions of the foregoing, (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark, and (iv) 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, the Trademark Security Agreement was filed with the United States Patent and Trademark Office (“USPTO”) on December 31, 2015 and such filing was recorded in the USPTO at Reel 5701/Frame 0051; and

WHEREAS, Grantor has requested that the Agent terminate, release and discharge, on behalf of itself and the other Secured Parties, its security interest in the specific Trademarks set forth on Exhibit A attached hereto (the “Released Trademarks”), and in accordance with Section 8.2(h)(i)(y) of the Credit Agreement, the Agent is authorized by the Lenders to do so.

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

1. Release of Security Interest. Effective as of the Release Date, the Agent hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Released Trademarks granted by Grantor under the Trademark Security Agreement. All rights and interests of the Grantor and the other Secured Parties in and to the Released Trademarks hereby revert to the Grantor.

The Grantor hereby acknowledges that the Agent's execution and delivery of this Release is made without recourse, representation, warranty or other assurance of any kind by the Agent as to the Agent's rights in Released Trademarks, the condition or value of Released Trademarks, or, except as expressly provided herein, any other matter. The Security Agreement and the Trademark Security Agreement remain (and, following the foregoing release in respect of the Released Trademarks, shall remain) in full force and effect as among the Agent and the Grantor and all liens and security interests granted by the Grantor in and to the Trademarks (other than the Released Trademark) shall remain in full force and effect

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

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

4. Electronic Delivery. Delivery of an executed signature page of this Release by facsimile transmission or other Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

5. Governing Law. This Release shall be governed by the internal laws of the State of New York.

6. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Partial Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

HEALTHCARE FINANCIAL SOLUTIONS, LLC,
as Agent

By: 

Name:

Alaina Powers

Title:

Duly Authorized Signatory

EXHIBIT A
to
TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

Mark	Serial Number	Registration Number
HELIDAC Word Mark	74676017	2049745
ZYLOPRIM Word Mark	72180834	0773095
IMURAN Word Mark	72125196	0732654
IMURAN Design Mark	73592715	1421681