

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		07/05/2017	Corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Capsugel Belgium BVBA		
Street Address:	2880 Bornem		
City:	Ruksweg II		
State/Country:	BELGIUM		
Entity Type:	Closed LLC: BELGIUM		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	2954067	XCELODOSE	
Registration Number:	3418979	XCELODOSE	
Registration Number:	3811444	XCELOHOOD	
Registration Number:	3941816	XCELOLAB	
Serial Number:	85170357	XCELOPROTECT	
Registration Number:	3459407	XCELOTABLE	
Serial Number:	77756157		
Serial Number:	78916821	SURESEAL	
Registration Number:	2598057		
Serial Number:	77837555	FLEXTAB	
Registration Number:	3772640	CAP 8	
Registration Number:	3877206	CAPSUGEL	
Registration Number:	1174776	CAPSUGEL	
Registration Number:	1172814	CONI-SNAP	
Registration Number:	1374406	CONI-SNAP SUPRO	
Registration Number:	1993968	DB CAPS	
Serial Number:	85325608	DRCAPS	
Registration Number:	2662510	LEMS	
Registration Number:	1408173	LICAPS	
Registration Number:	3362544	LICAPS	

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Property Type	Number	Word Mark
Registration Number:	3362545	LICAPS
Registration Number:	3793676	LIPIDEX
Registration Number:	2768200	NPCAPS
Registration Number:	2768211	NPCAPS
Registration Number:	3463352	OCEANCAPS
Registration Number:	1317369	OPTI-PRINT
Registration Number:	2678299	PCCAPS
Registration Number:	3978429	PEARLCAPS
Registration Number:	2099915	PRESS-FIT
Registration Number:	3665034	SGCAPS
Registration Number:	832003	SNAP-FIT
Registration Number:	2668389	SNAP-FIT
Registration Number:	2050291	ULTRA 8
Registration Number:	2707336	VCAPS
Registration Number:	3477984	XPRESS-FIT

CORRESPONDENCE DATA

Fax Number: 2024083141

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.

Phone: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: CSC

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	07/10/2017

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS

This TERMINATION AND RELEASE (“*Release*”), dated as of July 5, 2017, is from UBS AG, STAMFORD BRANCH, as collateral agent (the “*Agent*”) for the several banks and other financial institutions, in favor of CAPSUGEL BELGIUM BVBA, a company organized under the laws of Belgium (the “*Obligor*”).

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of August 1, 2011, among Capsugel Holdings US, Inc. Capsugel Manufacturing, Inc., Capsugel, Inc., Capsugel US, LLC, Capsugel Belgium BVBA, any Subsidiaries listed on the signature pages thereto or that become a party thereto and the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “*Security Agreement*”), a continuing security interest (the “*Security Interest*”) was pledged and granted thereunder by Obligor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights, dated as of August 1, 2011, among the Agent and Obligor (the “*Trademark Security Agreement*”), Obligor, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 29, 2011, at Reel 4613 and Frame 0254; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all Obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby states as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement. The term “*Trademark Collateral*,” as used herein, shall mean all of Obligor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom; *provided that*, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Obligor’s “intent to use” such trademarks or service marks will not be deemed to be Trademark Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted in the Trademark Security Agreement and deemed to be included in the Trademark Collateral.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

EXECUTION VERSION


3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination and release of the Security Interest contemplated hereby, in each case at the sole cost and expense of the Obligor.

4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

UBS AG, STAMFORD BRANCH, as Agent

By: 
Name: Darlene Arias
Title: Director

By: 
Name: Craig Pearson
Title: Associate Director

[Capsugel – Trademark Release]

TRADEMARK
REEL: 006101 FRAME: 0677

SCHEDULE A**U.S. Trademark Registrations and Applications**

Beneficial Owner	Trademark	Application No.	Registration No.
Capsugel Belgium BVBA	XCELODOSE	76/295158	2954067
Capsugel Belgium BVBA	XCELODOSE AND DESIGN	77/008315	3418979
Capsugel Belgium BVBA	XCELOHOOD	77/487325	3811444
Capsugel Belgium BVBA	XCELOLAB	77920328	3941816
Capsugel Belgium BVBA	XCELOPROTECT	85170357	
Capsugel Belgium BVBA	XCELOTABLE	78/703450	3459407
Capsugel Belgium BVBA	MOISTURE DEFENSE SYSTEM LOGO	77756157	
Capsugel Belgium BVBA	SURESEAL	78916821	
Capsugel Belgium BVBA	VCAPS LOGO	76/341978	2598057
Capsugel Belgium BVBA	FLEXTAB	77837555	
Capsugel Belgium BVBA	CAP 8	77/565548	3772640
Capsugel Belgium BVBA	CAPSUGEL	77/067284	3877206
Capsugel Belgium BVBA	CAPSUGEL	73/249895	1174776
Capsugel Belgium BVBA	CONI-SNAP	73/240320	1172814
Capsugel Belgium BVBA	CONI-SNAP SUPRO	73/444514	1374406
Capsugel Belgium BVBA	DB CAPS	74/548526	1993968
Capsugel Belgium BVBA	DRcaps LOGO	85325608	
Capsugel Belgium BVBA	LEMS	76/322631	2662510
Capsugel Belgium BVBA	LICAPS	73/563738	1408173
Capsugel Belgium BVBA	LICAPS	78/962680	3362544
Capsugel Belgium BVBA	LICAPS and design	78/962685	3362545
Capsugel Belgium BVBA	LIPIDEX	77/389803	3793676
Capsugel Belgium BVBA	NPCAPS	78/102212	2768200

Beneficial Owner	Trademark	Application No.	Registration No.
Capsugel Belgium BVBA	NPCAPS AND DESIGN	78/106311	2768211
Capsugel Belgium BVBA	OCEANCAPS	77/115773	3463352
Capsugel Belgium BVBA	OPTI-PRINT	73/435621	1317369
Capsugel Belgium BVBA	PCCAPS	78/118348	2678299
Capsugel Belgium BVBA	PEARLCAPS	77279468	3978429
Capsugel Belgium BVBA	PRESS-FIT	74/683265	2099915
Capsugel Belgium BVBA	SGCAPS	78/327390	3665034
Capsugel Belgium BVBA	SNAP-FIT	72/264289	832003
Capsugel Belgium BVBA	SNAP-FIT	76/298314	2668389
Capsugel Belgium BVBA	ULTRA 8	74/701323	2050291
Capsugel Belgium BVBA	VCAPS	75/491367	2707336
Capsugel Belgium BVBA	XPRESS-FIT	78/638702	3477984