

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434365

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:	Xcelience, LLC		
Street Address:	5415 West Laurel Street		
City:	Tampa		
State/Country:	FLORIDA		
Postal Code:	33607		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Powedersize, LLC		
Street Address:	20 Pacific Drive		
City:	Quakertown		
State/Country:	PENNSYLVANIA		
Postal Code:	18951		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4595460	XCELIENCE	
Registration Number:	4631092	XCELIENCE CLINICAL SUPPLIES SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	711865-20		
NAME OF SUBMITTER:	Jean Paterson		

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SIGNATURE:	/jep/
DATE SIGNED:	07/10/2017
Total Attachments: 4 source=7-10-17 UBS AG-Xcelience 2a-TM#page1.tif source=7-10-17 UBS AG-Xcelience 2a-TM#page2.tif source=7-10-17 UBS AG-Xcelience 2a-TM#page3.tif source=7-10-17 UBS AG-Xcelience 2a-TM#page4.tif	

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 XCELIENCE, LLC, a Delaware limited liability company, and POWDERSIZE, LLC, a Delaware limited liability company (each, an “*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 each Obligor to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Supplement No. 2, dated as of July 8, 2016, among the Agent and each Obligor (the “*Supplement No. 2*”), each 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 July 11, 2016, at Reel 5832 and Frame 0338; 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 such 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 such 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 Supplement No. 2 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 Obligors.

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]

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	App. No.	Reg. No.
Xcelience	86001160	4595460
Xcelience Clinical Supplies Solutions (stylized)	86090338	4631092