

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473420

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Perceptive Credit Opportunities Fund, LP		05/07/2018	Limited Partnership:

RECEIVING PARTY DATA

Name:	Alqa Cedar, Inc.
Street Address:	1010 Stony Hill Road, Ste. 200
City:	Yardley
State/Country:	PENNSYLVANIA
Postal Code:	19067
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2777460	CELLERATION
Registration Number:	3589211	PROVEN HEALING
Registration Number:	3887157	MIST ULTRASOUND HEALING THERAPY
Registration Number:	3023075	
Registration Number:	3958398	MIST
Registration Number:	2959715	MIST THERAPY
Registration Number:	3813672	CELLERATION
Registration Number:	3827367	CELLERATION REPAIR. REGENERATE. RENEW.
Registration Number:	3849623	MIST
Registration Number:	4338137	360° MIST ULTRASOUND HEALING THERAPY

CORRESPONDENCE DATA

Fax Number:

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.

Email: leslie.austin@haynesboone.com

Correspondent Name: Haynes and Boone, LLP

Address Line 1: 2323 Victory Avenue, Ste. 700

Address Line 4: Dallas, TEXAS 75219

OP \$265.00 2777460

NAME OF SUBMITTER:	Denise Wilson
SIGNATURE:	/Denise Wilson/
DATE SIGNED:	05/10/2018
Total Attachments: 4 source=Release-#page1.tif source=Release-#page2.tif source=Release-#page3.tif source=Release-#page4.tif	

RELEASE & TERMINATION OF INTELLECTUAL PROPERTY SECURITY INTEREST

THIS RELEASE AND TERMINATION OF INTELLECTUAL PROPERTY SECURITY INTEREST (this "Release") is made effective as of May 7, 2018, by and between (a) Perceptive Credit Holdings, LP (as successor-in-interest of Perceptive Credit Opportunities Fund, LP) ("Secured Party") and (b) Alqa Cedar, Inc., a Delaware corporation whose address is 1010 Stony Hill Road, Suite 200, Yardley, PA 19067 ("Grantor") (each a "Party" and collectively the "Parties"), in connection with the Trademark Security Agreement entered into by and between the Parties, dated as of May 29, 2015 (the "IP Security Agreement"), as follows:

WHEREAS, pursuant to a Credit Agreement and Guaranty, dated as of May 29, 2015 (as amended or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, each Guarantor party thereto and Secured Party, Secured Party has extended the Commitment to make a Loan to Grantor;

WHEREAS, in connection with the Credit Agreement, Grantor concurrently entered into the IP Security Agreement, under which Grantor granted a security interest in the Trademark Collateral (as defined in the IP Security Agreement);

WHEREAS, pursuant to the Credit Agreement, the IP Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") at Reel 5544, Frame 0136 on June 1, 2015;

WHEREAS, as of even date herewith, all amounts owing and due under the Credit Agreement were repaid in full, and upon such payment all security interests granted to Secured Party under the Credit Agreement and the IP Security Agreement was automatically released and terminated; and

WHEREAS, Secured Party wishes to further evidence the release of its interest in the Trademark Collateral, and retransfer and reassign as needed to Grantor without recourse all of Secured Party's right, title and interest in and to such Trademark Collateral.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Definitions. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Credit Agreement or the IP Security Agreement, as applicable.

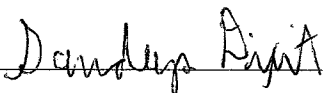
2. Release of Security Interest. Secured Party hereby releases, terminates, cancels, relinquishes and discharges any lien and security interest it may have in, and any right of set off against, the Trademark Collateral (and including, without limitation, those items listed in Appendix 1), including any goodwill of the business symbolized by the foregoing, and all rights to sue for past, present, and future infringements thereof, and retransfers and reassigns any and all right, title and interest it may have in and to the foregoing without recourse to any Grantor. Secured Party further authorizes Grantor to record this document to evidence the foregoing in any intellectual property office in any jurisdiction if Secured Party fails to promptly do so.

3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a signed counterpart of this Release.

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized officer.

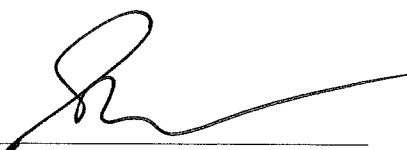
**PERCEPTIVE CREDIT HOLDINGS, LP
(Secured Party)**

By: Perceptive Credit Opportunities GP, LLC,
its general partner

By: 

Name: Sandeep Dixit

Title: Chief Credit Officer

By: 

Name: Sam Chawla

Title: Portfolio Manager

[Signature Page – Trademark Release (Alqa Cedar)]

APPENDIX 1

See attached.

Country	Trademark	Registration No.	Registration Date	Owner
Australia	CELLERATION	936346	14-Apr-2003	Celleration
Europe	CELLERATION	2960037	03-Dec-2002	Celleration
Japan	CELLERATION	4698877	08-Aug-2003	Celleration
USA	CELLERATION	2,777,460	28-Oct-2003	Celleration
USA	PROVEN HEALING	3,589,211	10-Mar-2009	Celleration
International	PROVEN HEALING	0920442	17-May-2007	Celleration
USA	MIST ULTRASOUND HEALING THERAPY & Design	3,887,157	07-Dec-2010	Celleration
Israel	CELLERATION	198412	06-Aug-2008	Celleration
USA	OPEN CIRCLE WITH SPRAY CIRCLES DESIGN	3,023,075	06-Dec-2005	Celleration
USA	MIST	3,958,398	10-May-2011	Celleration
USA	MIST THERAPY	2,959,715	07-Jun-2005	Celleration
USA	CELLERATION & DESIGN	3,813,672	06-Jul-2010	Celleration
USA	CELLERATION REPAIR, REGENERATE, RENEW, & DESIGN	3,827,367	03-Aug-2010	Celleration
USA	MIST & DESIGN	3,849,623	21-Sep-2010	Celleration
USA	LOGO	4,338,137	21-May-2013	Celleration

Pending Trademark Applications

None.