# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MADISON CAPITAL FUNDING LLC, AS AGENT		05/11/2018	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	KIRKEGAARD & PERRY LABORATORIES, INC.		
Street Address:	910 Clopper Road		
City:	Gaithersburg		
State/Country:	MARYLAND		
Postal Code:	20878		
Entity Type:	Corporation: MARYLAND		

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2721359	LUMIGLO
Registration Number:	2117614	BLUEPHOS
Registration Number:	1591568	HISTOMARK

#### **CORRESPONDENCE DATA**

Fax Number: 3125774565

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: 3125778265

Email: kristin.brozovic@kattenlaw.com

**Correspondent Name:** Kristin Brozovic c/o Katten

Address Line 1: 525 West Monroe

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	214338-118
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	05/11/2018

**Total Attachments: 3** 

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> **TRADEMARK** REEL: 006329 FRAME: 0614

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#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of May 11, 2018, by MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (in such capacity, "Grantee"). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Assignment described below.

#### WITNESSETH:

WHEREAS, Grantee and KIRKEGAARD & PERRY LABORATORIES, INC., a Maryland corporation ("<u>Grantor</u>"), were parties to that certain Trademark Security Agreement dated as of August 16, 2013 (the "<u>Assignment</u>"), pursuant to which Grantor granted a security interest to Grantee in certain Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent, including, without limitation, the Trademarks set forth on Schedule A hereto; and

WHEREAS, the Assignment was recorded by the United States Trademark and Trademark Office on August 13, 2013, at Reel 5093 Frame 0779; and

WHEREAS, Grantor has requested that Grantee release its security interest in and lien on the Trademark Collateral and reassign the same to Grantor.

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

- 1. Grantee hereby releases, terminates and discharges its security interest in all of Grantor's right, title and interest in, to and under the following (collectively the "<u>Trademarks</u> Collateral"):
  - a. each Trademark listed on <u>Schedule A</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
  - b. all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.
- 2. Grantee hereby releases its security interest in and lien on the Trademark Collateral.
- 3. Grantee hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Grantee, all of Grantee's right, title and interest in and to the Trademark Collateral.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

MADISON CAPITAL FUNDING LLC

By:

Name: Matt Graves

Title:

Director

Trademark Release and Reassignment

### SCHEDULE A

## Trademark Registrations and Applications

Trademark	Current Owner/Applicant	Status	App.#	Filing Date	Reg.#	Reg. Date
LUMIGLO	Kirkegaard &	Registered	78/086156	9/28/2001	2721359	6/3/2003
	Perry					
	Laboratories, Inc.					
BLUEPHOS	Kirkegaard &	Registered	75/142995	8/1/1996	2117614	12/2/1997
	Perry					
	Laboratories, Inc.					
HISTOMARK	Kirkegaard &	Registered	73/819663	8/16/1989	1591568	4/17/1990
	Perry					
	Laboratories, Inc.					

**RECORDED: 05/11/2018**