

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BSP Agency, LLC, as Successor Agent		05/25/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Brain Matters Research, LLC		
Street Address:	12 New Providence Road		
City:	Watchung		
State/Country:	NEW JERSEY		
Postal Code:	07069		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4776016	BRAIN MATTERS RESEARCH	
CORRESPONDENCE DATA			
Fax Number:	2123548113		
<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:	2128198200		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Matthew Campion/White & Case LLP		
Address Line 1:	1221 Avenue of the Americas		
Address Line 2:	Patent and Trademark Dept.		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	1182886-0014-9874		
NAME OF SUBMITTER:	Matthew Campion		
SIGNATURE:	/Matthew Campion/		
DATE SIGNED:	05/25/2018		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of May 25, 2018 (“Release”), is made by BSP Agency, LLC, as Successor Agent (“Successor Agent”) in favor of Brain Matters Research, LLC, a Florida limited liability company (“Grantor”).

WHEREAS, pursuant to that certain Amended and Restated Security and Pledge Agreement dated as of July 31, 2017 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Grantor, Business Development Corporation of America, as Administrative Agent (“Prior Agent”), and others party thereto, Grantor granted to the Prior Agent, for the ratable benefit of the Lenders, a continuing security interest in Grantor’s right, title and interest of Grantor in and to all Copyrights, Copyright Licenses, Patents, Patent Licenses, Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, “IP Collateral”);

WHEREAS, pursuant to the Security Agreement, Grantor executed and delivered to the Prior Agent, for the benefit of the Lenders, the Notice of Grant of Security Interest in Intellectual Property recorded at the United States Patent and Trademark Office (“USPTO”) on November 1, 2017 at Reel 6194 Frame 0297 (“IP Notice”);

WHEREAS, pursuant to the Successor Agent Agreement dated as of March 1, 2018 (“Successor Agent Agreement”), by and among the Prior Agent, the Successor Agent, and others party thereto, the Prior Agent was replaced by the Successor Agent under the Security Agreement and IP Notice, and the security interests granted thereunder by Grantor were transferred to the Successor Agent; and

WHEREAS, pursuant to the Successor Agent Agreement, Prior Agent and Successor Agent entered into the Notice of Succession of Agency (Intellectual Property) dated as of March 1, 2018 and submitted for recordation at the USPTO on or about May 10, 2018 (“Succession Notice”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Successor Agent, on behalf of the Lenders, and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement, IP Notice, or Succession Notice.

SECTION 2. Termination and Release. Successor Agent, on behalf of the Lenders, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in Grantor’s right, title, and interest in and to the IP Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement, IP Notice, or Succession Notice; and

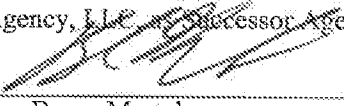
(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Successor Agent, on behalf of the Lenders, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Successor Agent:

BSP Agency, LLC ~~Successor Agent~~

By: 

Name: Bryan Martoken

Title: Authorized Signer

Schedule A

**Brain Matters Research, LLC
(Florida Limited Liability Company)**

**U.S. Trademark Subject to Security Interest
Granted by Brain Matters Research, LLC
In Favor of Business Development Corporation of America, as Administrative Agent
Recorded November 1, 2017 at Reel 6194 Frame 0297
Security Interest Assigned in Favor of BSP Agency, LLC, as Successor Agent
Security Interest Assignment Submitted for Recordation on or about May 10, 2018**

Trademark Registration

Mark	Reg. No.	Reg. Date
BRAIN MATTERS RESEARCH and Design	4776016	07/21/15