

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK RELEASE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aventis Inc.		09/13/2018	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Protein Sciences Corporation		
Street Address:	1000 Research Parkway		
City:	Meriden		
State/Country:	CONNECTICUT		
Postal Code:	06450		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2927083	GENEXPRESS	
Registration Number:	2516482	GENEXPRESS	
Registration Number:	1730487		
Registration Number:	2511789	GENEXPRESS	
Registration Number:	3088526	FLUBLOK	
Registration Number:	3151374	FLUBLOK	
Registration Number:	2359863	EXPRESSF+	
Registration Number:	4074469	PANBLOK	
Registration Number:	2892158	GENEXPRESS	
Registration Number:	2377113	GENEXPRESS	
Registration Number:	2377112	GENEXPRESS	
Serial Number:	87089847	FLUFENSE	
Serial Number:	87089771	FLURESPONSE	
Serial Number:	86471333	NEXFLU	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	212.310.8000		

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Email: juan.arias@weil.com
Correspondent Name: Christina O'Connell
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: C. O'Connell-71937.0132

NAME OF SUBMITTER: Christina O'Connell

SIGNATURE: /Christina O'Connell/

DATE SIGNED: 09/13/2018

Total Attachments: 3

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TRADEMARK RELEASE

THIS TRADEMARK RELEASE (this “**Trademark Release**”) is made as of September 13, 2018, by Aventis Inc., as Parent under the Trademark Security Agreement referred to below (in such capacities, the “**Parent**”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the that certain Promissory Note, dated as of July 21, 2017 (the “**Promissory Note**”) by and among the Grantor (as defined below) and the Parent.

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of July 21, 2017 (the “**Trademark Security Agreement**”), by Protein Sciences Corporation (the “**Grantor**”), in favor of the Parent, which was recorded with the Trademark Division of the United States Patent and Trademark Office, at Reel 6116, Frame 0434 on July 21, 2017, the Grantor granted to the Parent, for its benefit, a lien on and security interest in such Grantor’s right, title and interest in and to the Trademark registrations, applications for Trademark registration, in each case to the extent constituting Collateral, including, without limitation, the items listed on Schedule 1 hereto, and all proceeds of the foregoing to the extent constituting Collateral (the “**IP Collateral**”).

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parent does hereby agree as follows:

1. The Parent hereby (i) terminates the Trademark Security Agreement and any and all rights it may have under the Trademark Security Agreement, (ii) terminates, cancels, releases and discharges its entire Lien on and security interest in the Grantor’s right, title and interest in, to and under the IP Collateral, and (iii) authorizes the recordation of this Trademark Release with the United States Patent and Trademark Office.

2. The Parent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Parent, any and all of the Parent’s right, title and interest in, to and under the IP Collateral, and the Parent hereby releases, terminates and cancels any mortgage, pledge or hypothecate made by the Grantor to the Parent pursuant to the Trademark Security Agreement.


3. The Parent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be necessary to effect the release of the security interest contemplated hereby, in each case, at the Grantor’s sole expense.

4. This Trademark Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without regard to conflict of laws principles that would result in the application of any other law other than the law of the State of New York.

[Signature Page Follows]

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

AVENTIS INC.

By: 
Name: Douglas J. McCormack
Title: Vice President

SCHEDULE 1

TRADEMARKS

Grantor	Mark Name	Status	App. No.	App. Date	Reg. No.	Reg. Date
Protein Sciences Corporation	GENEXPRESS	Registered	75/483,780	5/12/1998	2,927,083	2/22/2005
Protein Sciences Corporation	GENEXPRESS and Design	Registered	75/914,043	2/9/2000	2,516,482	12/11/2001
Protein Sciences Corporation	DESIGN	Registered	74/153,468	3/28/1991	1,730,487	11/10/1992
Protein Sciences Corporation	GENEXPRESS	Registered	75/914,042	2/9/2000	2,511,789	11/27/2001
Protein Sciences Corporation	BACULOKIT	Abandoned	76/591,435	5/10/2004	3,052,286	1/31/2006
Protein Sciences Corporation	FLUBLOK	Registered	78/415,179	5/7/2004	3,088,526	5/2/2006
Protein Sciences Corporation	FLUBLOK and Design	Registered	76/617,220	10/21/2004	3,151,374	10/3/2006
Protein Sciences Corporation	EXPRESSF+	Registered	75/684,834	4/19/1999	2,359,863	6/20/2000
Protein Sciences Corporation	PANBLOK	Registered	77/568,078	9/11/2008	4,074,469	12/20/2011
Protein Sciences Corporation	GENEXPRESS & Design	Registered	75/837,517	11/1/1999	2,892,158	10/12/2004
Protein Sciences Corporation	GENEXPRESS	Registered	75/672,307	3/31/1999	2,377,113	8/15/2000
Protein Sciences Corporation	GENEXPRESS & Design	Registered	75/672,306	3/31/1999	2,377,112	8/15/2000
Protein Sciences Corporation	FLUFENSE	Published	87/089,847	6/30/2016		
Protein Sciences Corporation	FLURESPONSE	Published	87/089,771	6/30/2016		
Protein Sciences Corporation	NEXFLU	Published	86/471,333	12/4/2014		