# CH \$115.00 2721

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM499197

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Twin Brook Capital Partners, LLC		11/21/2018	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Kirkegaard & Perry Laboratories, Inc.	
Street Address:	910 Clopper Road	
Internal Address:	Suite 150s	
City:	Gaithersburg	
State/Country:	MARYLAND	
Postal Code:	20878	
Entity Type:	Corporation: MARYLAND	

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2721359	LUMIGLO
Registration Number:	2117614	BLUEPHOS
Registration Number:	1591568	HISTOMARK
Registration Number:	4510176	BACTRACE

### **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: lusianm@gtlaw.com
Correspondent Name: Greenberg Traurig, LLP
Address Line 1: 3161 Michelson Drive

Address Line 2: Suite 1000

Address Line 4: Irvine, CALIFORNIA 92612

NAME OF SUBMITTER:	Gerald L. Fellows, Reg. No. 36,133
SIGNATURE:	/Gerald L. Fellows/
DATE SIGNED:	11/21/2018

**Total Attachments: 3** 

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TRADEMARK REEL: 006487 FRAME: 0432

### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of November 21, 2018, by TWIN BROOK CAPITAL PARTNERS, LLC ("Secured Party"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

### WITNESSETH:

WHEREAS, Kirkegaard & Perry Laboratories, Inc., a Maryland corporation (the "<u>Grantor</u>") and Secured Party were parties to that certain Trademark Security Agreement dated as of May 11, 2018 (the "<u>Security Agreement</u>") pursuant to which Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule A attached hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on May 11, 2018, at Reel 6329, Frame 0718;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Secured Party's security interest in the Trademarks and Trademark Collateral.

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

- 1. Secured Party hereby releases its security interest in all of Grantor's right, title and interest in and to the following the Trademark Collateral including:
  - (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 (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.
- 2. Secured Party hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party's right, title and interest in and to the Trademarks and the Trademark Collateral and hereby terminates the Security Agreement.

[Signature Page Follows]

TRADEMARK REEL: 006487 FRAME: 0433

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

TWIN BROOK CAPITAL PARTNERS, LLC

Name: Drew Guyette

Title: Chief Credit Officer

Trademark Release and Reassignment

TRADEMARK REEL: 006487 FRAME: 0434

## **SCHEDULE A**

# U.S. Trademarks and Trademark Applications

Trademark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
LUMIGLO	78086156	9/28/01	2721359	6/3/03	Renewed (Registered)
BLUEPHOS	75142995	8/1/96	2117614	12/2/97	Renewed (Registered)
HISTOMARK	73819663	8/16/89	1591568	4/17/90	Renewed (Registered)
BACTRACE	86029686	8/6/13	4510176	4/8/14	Registered

**RECORDED: 11/21/2018** 

TRADEMARK
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