

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthcare Financial Solutions, LLC, as Agent		12/14/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Camber Pharmaceuticals, Inc.		
Street Address:	1031 Centennial Avenue		
City:	Piscataway		
State/Country:	NEW JERSEY		
Postal Code:	08854		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4386287	CAMBER PHARMACEUTICALS, INC.	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	24046.015061		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/Moira Sheehan/		
DATE SIGNED:	12/17/2018		
Total Attachments: 4			
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OP \$40.00 4386287

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is given as of December 14, 2018, by Healthcare Financial Solutions, LLC (as successor in interest to General Electric Capital Corporation), a Delaware limited liability company, as Lender and as agent (in such capacity, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below), in favor of Camber Pharmaceuticals, Inc., a Delaware corporation (the "Grantor").

WITNESSETH

WHEREAS, the Grantor has entered into that certain Credit Agreement, dated as of December 23, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified to date, the "Credit Agreement"), by and among the Grantor, the financial institutions from time to time party thereto as lenders (the "Lenders") and the Agent, as Agent for the Lenders;

WHEREAS, subject to the terms and conditions of the Credit Agreement and the Guaranty and Security Agreement, dated as of December 23, 2013, among the Grantor, the other grantors party thereto and the Agent (as amended, restated, amended and restated, supplemented or otherwise modified to date, the "Security Agreement"), the Grantor has entered into that certain Trademark Security Agreement, dated as of December 23, 2013 (the "Trademark Security Agreement"), by the Grantor in favor of the Agent. Capitalized terms used herein without definition shall have the meaning given to them in the Credit Agreement or the Trademark Security Agreement, as applicable;

WHEREAS, under the terms of the Trademark Security Agreement and pursuant to the Security Agreement, the Grantor granted to the Agent, as security, a lien on, and security interest in the Grantor's Trademark Collateral (as defined in the Trademark Security Agreement) including, without limitation, the Grantor's respective Trademarks and Trademark Intellectual Property Licenses listed on Schedule 1 attached hereto;

WHEREAS, an executed copy of the Trademark Security Agreement was recorded with the United States Patent and Trademark Office (the "USPTO") on December 23, 2013 as Document Number 900275475 at Reel 5180, Frame 0563;

WHEREAS, an executed copy of the Assignment of Intellectual Property Security Agreement was recorded with the USPTO on November 14, 2015 as Document Number 900344306 at Reel 5668, Frame 0619;

WHEREAS, the Grantor has requested that the Agent release its security interest in the Trademark Collateral; and

WHEREAS, the Grantor and the Agent desire that the Agent terminate and release its Lien on, and any and all security interest the Agent may hold in, the Trademark Collateral.

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

1. Release. The Agent hereby, on behalf of itself, the Lenders, without representation or warranty of any kind by Agent (express or implied), irrevocably terminates, discharges, releases and cancels its continuing security interest and Lien in all right, title and interest in the Trademark Collateral, including, without limitation, the Trademarks (and/or applications) and Trademark Intellectual Property Licenses listed on Schedule 1 and all goodwill associated with the foregoing, and assigns any and all right, title or interest that it may have therein to the Grantor.

2. Authorization. The Agent hereby authorizes the Grantor, any of the Grantor's authorized representatives or any new lender or collateral agent to the Lenders, to (i) record this Release with the United States Patent and Trademark Office and (ii) file UCC Financing Statement terminations with the applicable filing office in order to memorialize the release, discharge or termination of any Lien on, or security interest in, the Trademark Collateral as contemplated hereby.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents, filings, agreements and certificates and to do such other acts as reasonably requested by the Grantor and as may be reasonably necessary to effect the release of the Lien on, and security interest in, the Trademark Collateral as contemplated hereby.

4. Termination. The Agent terminates and cancels the Trademark Security Agreement.

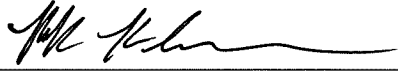
5. Governing Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK AND SHALL BE BINDING UPON THE AGENT'S REPRESENTATIVES, SUCCESSORS, ASSIGNS AND TRANSFEREES.

6. Counterparts. Delivery of an executed counterpart of this Release by facsimile or other electronic transmission (i.e. "pdf") shall be as effective as delivery of an original copy of a manually executed counterpart hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered as of the date first above written.

**HEALTHCARE FINANCIAL
SOLUTIONS, LLC, as Agent**

By: 
Name: Mark Klaassens
Title: Duly Authorized Signatory

SCHEDULE 1

Trademark Registrations/Applications

Grantor	Mark	Application/ Registration No.	Filing Date	Registration Date
Camber Pharmaceuticals, Inc.		SN: 85493592 RN: 4386287	12/13/2011	8/20/2013

Trademark Licenses

None.