900520556 10/24/2019

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM546480

SUBMISSION TYPE:	RESUBMISSION	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY AGREEMENT	
RESUBMIT DOCUMENT ID:	900518932	
SEQUENCE:	1	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ANTARES CAPITAL LP, AS ADMINISTRATIVE AGENT		10/11/2019	Limited Partnership: DELAWARE

### **RECEIVING PARTY DATA**

Name:	ALDEVRON, L.L.C.		
Street Address:	4837 AMBER VALLEY PKWY S.		
City:	FARGO		
State/Country:	NORTH DAKOTA		
Postal Code:	58104		
Entity Type:	Limited Liability Company: NORTH DAKOTA		

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	5199864	THE BASIS FOR BREAKTHROUGHS
Registration Number:	5279693	ALDEVRON
Registration Number:	5279694	ALDEVRON
Registration Number:	4012630	
Registration Number:	4011955	ALDEVRON

### **CORRESPONDENCE DATA**

**Fax Number:** 8004947512

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:** 202-370-4756

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: 1139923 TM REL A

NAME OF SUBMITTER: Talia Scott

TRADEMARK REEL: 006799 FRAME: 0695

SIGNATURE:	/Talia Scott/
DATE SIGNED:	10/24/2019

### **Total Attachments: 3**

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TRADEMARK REEL: 006799 FRAME: 0696

#### TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of October 11, 2019, by ANTARES CAPITAL LP, as Agent ("Assignee"). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Notice (as defined below) and the Security Agreement (as defined in the Trademark Notice), as applicable.

### WITNESSETH:

WHEREAS, Aldevron, L.L.C., a North Dakota limited liability company ("Assignor") delivered that certain Notice of Security Interest in Trademarks, dated as of January 5, 2017 (the "Trademark Notice") pursuant to which the Assignor granted a security interest to Assignee in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Assignor to Assignee, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Trademark Notice was recorded by the United States Patent and Trademark Office on January 5, 2017, at Reel 5959, Frame 0709;

WHEREAS, Assignor has requested that Assignee release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Assignor.

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

- 1. Assignee hereby terminates, cancels, releases and discharges its security interest in all of Assignor's right, title and interest in and to the Trademarks, including the following (collectively the "Trademark Collateral"):
  - (a) all of its registered Trademarks set forth on Schedule I hereto; and
  - (b) all applications, registrations, renewals and proceeds (including accounts receivable and royalties) thereof.
- 2. Assignee, without recourse, representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to any and all of Assignee's right, title and interest in and to the Trademarks and the Trademark Collateral arising under the Trademark Notice, and any right, title or interest of Assignee in such Trademark Collateral shall hereby cease and become void. If and to the extent that Assignee has acquired any right, title or interest in and to the Trademark Collateral, Assignee hereby re-transfers, reassigns, re-grants and re-conveys such right, title or interest to the Assignor. Assignee hereby agrees to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

[Signature Page Follows]

133943839v1 141005683v2 IN WITNESS WHEREOF, Assignee has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP

By: Name:

Rich Davidson

Title: Duly Authorized Signatory

REEL: 006799 FRAME: 0698

# SCHEDULE 1

# **Trademark Registrations and Applications**

Mark	Application No.	Application Date	Registration No.	Registration Date
THE BASIS FOR	87196815	10/7/16	5199864	5/9/17
BREAKTHROUGHS				
ALDEVRON	87196784	10/7/16	5279693	9/5/17
ALDEVRON	87196801	10/7/16	5279694	9/5/17
DESIGN ONLY	85234722	2/4/11	4012630	8/16/11
ALDEVRON	85219677	1/18/11	4011955	8/16/11

**RECORDED: 10/11/2019** 

TRADEMARK REEL: 006799 FRAME: 0699