

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS AT REEL/FRAME NO. 5968/0483		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLUB CAPITAL MARKETS LLC		01/08/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MEDAVANTE-PROPHASE, INC.		
Street Address:	212 CARNEGIE CENTER, SUITE 301		
City:	PRINCETON		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4056624	PROPHASE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7145401235		
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	053644-0074		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	01/08/2020		
Total Attachments: 4			
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made this 8th day of January, 2020 by Golub Capital Markets LLC, a Delaware limited liability company, in its capacity as agent for the Secured Parties (in such capacity, the “Administrative Agent”) in favor of Medavante-Prophase, Inc, a Delaware corporation f/k/a Prophase, LLC, with an address at 212 Carnegie Center, Suite 301, Princeton, NJ 08540 (the “Grantor”). Capitalized terms not defined herein shall have the meaning ascribed to them in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain First Lien Credit Agreement dated as of August 15, 2016 (as may have been amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), the Secured Parties agreed to make certain financial accommodations available to Borrowers from time to time, and as a condition thereof, the Administrative Agent, the Grantor, and the other grantors party thereto entered into a Security Agreement, dated as of August 15, 2016 (as may have been amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, as required by the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of January 6, 2017, in favor of the Administrative Agent (the “Trademark Security Agreement”), pursuant to which the Grantor unconditionally granted, subject to Section 2.1 of the Security Agreement, for the benefit of the Secured Parties and to secure the Obligations, a continuing security interests (the “Security Interest”) in all of the Grantor’s right, title and interest in and to the following Collateral, whether then owned or thereafter acquired or arising, but excluding any Excluded Property (collectively, the “Trademark Collateral”): (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I, provided that Trademark Collateral did not include any “intent-to-use” trademark applications filed with the United States Trademark Office unless and until a statement of use or amendment to allege use had been filed with and accepted by the United States Trademark Office in connection with any such “intent-to-use” trademark applications, (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License, and (c) all products and all proceeds (as that term is defined in the Code) of the foregoing, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on January 14, 2017 at Reel/Frame 5968/0483; and

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

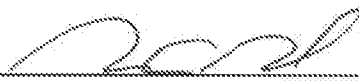
NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Administrative Agent hereby absolutely, unconditionally, irrevocably and forever (a) terminates the Trademark Security Agreement, (b) terminates and releases its Security Interest in the Trademark Collateral, and (c) reassigns to the Grantor any right, title or interest the Administrative Agent may have in the Trademark Collateral, in each case without recourse to, or statement, representation, warranty, promise or undertaking by, the Administrative Agent (whether as Administrative Agent or in its personal capacity).

The Grantor (and any successor to the Grantor, including any person or entity hereafter holding any right, title or interest in and to the Trademark Collateral) is hereby authorized to record this Release with the United States Patent and Trademark Office.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has duly executed this Release of Security Interest in Trademarks, as of the date first written above.

GOLUB CAPITAL MARKETS LLC,
as Administrative Agent

By: 
Name: Marc C. Robinson
Title: Managing Director

[Signature Page to Release of Security Interest in Trademarks]

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations / Applications

Grantor	Country	Mark	Registration No.	Registration Date
Medavante-Prophase, Inc. (f/k/a Prophase, LLC)	U.S.	PROPHASE	4056624	11/15/2011