

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM582145

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PERCEPTIVE CREDIT HOLDINGS II, LP		06/19/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ATHENEX, INC.		
<b>Street Address:</b>	Conventus Building, 1001 Main Street, Suite 600		
<b>City:</b>	Buffalo		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14203		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87348230	ATHENEX	
<b>Serial Number:</b>	87348251	ATHENEX	
<b>Serial Number:</b>	87348269	A	
<b>Serial Number:</b>	87756933	SEECURE	
<b>Serial Number:</b>	87756936	SEECURE	
<b>Serial Number:</b>	87756940	ACCURASEE PACKAGING & LABELING	
<b>Serial Number:</b>	87756942	ACCURASEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4156932222		
<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>			
<b>Phone:</b>	4156932000		
<b>Email:</b>	crhem@cooley.com		
<b>Correspondent Name:</b>	Cooley LLP		
<b>Address Line 1:</b>	101 California Street, 5th Floor		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	322169-102		
<b>NAME OF SUBMITTER:</b>	C. Rhem		
<b>SIGNATURE:</b>	/CR/		

CH \$190.00 87348230

**DATE SIGNED:**

06/19/2020

**Total Attachments: 6**

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## **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

This RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of June 19, 2020 (this "**Release**"), is made by PERCEPTIVE CREDIT HOLDINGS II, LP ("**Lender**") in favor of ATHENEX, INC. ("**Grantor**"), as follows::

### **W I T N E S S E T H**

WHEREAS, pursuant to the Trademark Security Agreement, dated as of July 3, 2018 ("**Agreement**"), as collateral security for the payment and performance in full of all the obligations, liabilities and indebtedness owing to Lender, Grantor pledged and granted to Lender, for the benefit of Lender and the other Secured Parties (as set forth in the Credit Agreement and Guaranty dated as of June 30, 2018, as amended by Amendment No. 1 to Credit Agreement dated as of April 22, 2019 and Amendment No. 2 to Credit Agreement dated as of August 5, 2019 and as otherwise amended, amended and restated or otherwise modified from time to time prior to the date hereof, the "**Loan Agreement**"), a lien on and security interest in all of the right, title and interest of such Grantor in and to the Trademark Collateral (as defined in the Agreement) including, without limitation, those Trademarks (as defined in the Loan Agreement) of such Grantor listed on Schedule I attached hereto; and

WHEREAS, pursuant to the Payoff Letter dated June 19, 2020 ("**Payoff Letter**"), Lender has released, in favor of the Grantor, all of its security interest, right, title and interest in, to and under the Trademark Collateral together with all associated goodwill, including, without limitation, those Trademarks of such Grantor listed on Schedule I attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and as set forth in the Payoff Letter, Lender hereby terminates the Agreement and terminates, releases and re-conveys to Grantor, without recourse, any and all of Lender's right, title and interest in and to the Trademark Collateral, together with all associated goodwill, including, without limitation, those Trademarks of such Grantor listed on Schedule I attached hereto.

Lender confirms that this Release may be filed along with any other necessary documentation with the United States Patent and Trademark Office ("**USPTO**") to evidence the release granted herein, as desired by Grantor. Lender authorizes Grantor, any of the Grantors' authorized representatives, any new lender to the Grantor or any of such new lender's authorized representatives to (i) record this Release with the USPTO and other applicable registry at the sole expense of Grantor and (ii) file UCC financing statement terminations with the applicable filing office in order to memorialize the release of any Lien on, or security interest in, the Trademark Collateral. Lender agrees to provide Grantor with any information and additional authorization necessary to effect the release of the security interest in the Trademark Collateral, upon a written request therefor and at the Grantor's sole expense.

The validity, interpretation and enforcement of this Release and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by and construed in accordance with the terms and conditions of the Payoff Letter and this Release is expressly subject thereto.

Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement.

Delivery of an executed signature page to this Release by facsimile or electronic transmissions (including .pdf file) shall be effective as delivery of an original signature.

[Signature Page Follows]

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

**PERCEPTIVE CREDIT HOLDINGS II, LP**

**By: PERCEPTIVE CREDIT OPPORTUNITIES  
GP, LLC, its general partner**

By: S. Dixit  
Name: Sandeep Dixit  
Title: Chief Credit Officer

By: \_\_\_\_\_  
Name: Sam Chawla  
Title: Portfolio Manager

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

**PERCEPTIVE CREDIT HOLDINGS II, LP**

**By: PERCEPTIVE CREDIT OPPORTUNITIES  
GP, LLC, its general partner**

By: \_\_\_\_\_

Name: Sandeep Dixit

Title: Chief Credit Officer

By:  \_\_\_\_\_

Name: Sam Chawla





Title: Portfolio Manager

**SCHEDULE I TO  
RELEASE OF SECURITY INTEREST  
IN TRADEMARK COLLATERAL**

**See Attached.**

## TRADEMARKS

### Trademark Registrations and Applications

Mark/Application	Registration No.	Serial No.	Owner	Jurisdiction
ATHENEX		87/348,230	Athenex, Inc.	U.S.
		87/348,251	Athenex, Inc.	U.S.
		87/348,269	Athenex, Inc.	U.S.
		87/756,933	Athenex, Inc.	U.S.
SEEcure		87/756,936	Athenex, Inc.	U.S.
		87/756,940	Athenex, Inc.	U.S.
AccuraSEE		87/756,942	Athenex, Inc.	U.S.