## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM600391

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	
SEQUENCE:	1	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ARES CAPITAL CORPORATION		09/30/2020	Corporation: MARYLAND

#### **RECEIVING PARTY DATA**

Name:	Alcami Wisconsin Corporation f/k/a Cambridge Major Laboratories, Inc.		
Street Address:	W130N10497 Washington Dr.		
City:	Germantown		
State/Country:	WISCONSIN		
Postal Code:	53022-4448		
Entity Type:	Corporation: WISCONSIN		

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

Property Type	Number	Word Mark
Registration Number:	4535852	CAMBRIDGE MAJOR LABORATORIES
Registration Number:	4258565	FORMSELECT
Registration Number:	4258537	PASSION FOR CHEMISTRYPASSION FOR LIF
Registration Number:	4258536	PROCRYST

### **CORRESPONDENCE DATA**

6172359493 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.

Phone: 617-951-7169

Email: catherine.murray@ropesgray.com

**Correspondent Name:** Catherine Murray

Prudential Tower, 800 Boylston Street Address Line 1: Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER:	112133-0024-001
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	09/30/2020

### **Total Attachments: 4**

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# FIRST LIEN TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARKS

September 30, 2020

THIS FIRST LIEN TERMINATION AND RELEASE OF LIEN (this "Release") is made as of September 30, 2020, by ARES CAPITAL CORPORATION, in its capacity as Administrative Agent under the Credit Agreement (as defined below) (the "Administrative Agent"), in favor of Alcami Wisconsin Corporation (f/k/a Cambridge Major Laboratories, Inc.), a Wisconsin corporation (the "Pledgor").

WHEREAS, the Pledgor and the Administrative Agent entered into that certain First Lien Credit Agreement dated as of July 12, 2018 (as further amended, restated, extended, supplemented, waived or otherwise modified in writing from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the Lenders from time to time party thereto and the Administrative Agent;

WHEREAS, in connection with the Credit Agreement, the Pledgor executed and delivered that certain First Lien Security Agreement dated as of July 12, 2018 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the "Security Agreement"), pursuant to which the Pledgor (together with other subsidiaries of the Borrower) executed and delivered that certain First Lien Trademark Security Agreement dated as of July 12, 2018, including Schedule A thereto, which was recorded with the United States Patent and Trademark Office at Reel 6378, Frame 0179, on July 12, 2018 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the "Trademark Security Agreement" and together with the Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Pledgor ("Releasee"), granted to ARES CAPITAL CORPORATION, as the Administrative Agent for the benefit of the Secured Parties ("Releasor"), a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule A hereto, to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, upon the consummation of that certain Stock Purchase Agreement dated as of August 17, 2020, Releasee will be released from any and all obligations under the Credit Agreement and other Credit Documents and accordingly Releasee has requested and Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral listed on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. <u>Defined Terms.</u> All capitalized terms used but not otherwise defined herein

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have the meanings given to them in the Trademark Security Agreement.

- 2. Release of Security Interest; Further Assurances. Releasor, without any representation and warranty by or any recourse to Releasor, unconditionally and irrevocably hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral listed on Schedule A hereto, (ii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral listed on Schedule A hereto and effect the release of such rights to Pledgor and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral listed on schedule A.
- 3. <u>Electronic Delivery</u>. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.
- 4. <u>Governing Law</u>. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

# ARES CAPITAL CORPORATION, as Administrative Agent

By:	War	
Nam	Mark Affolter ne:	
Title	Partner	

# **SCHEDULE A**

# **Trademark Registrations and Applications:**

**RECORDED: 09/30/2020** 

Trademark	Owner	Trademark Application Serial No.	Filing Date	Trademark Reg. No.	Reg. Date
CAMBRIDGE MAJOR LABORATORIES	Cambridge Major Laboratories, Inc.	85/882,196	3/21/2013	4535852	5/27/2014
FORMSELECT	Cambridge Major Laboratories, Inc.	85/371052	7/14/2011	4258565	12/11/2012
PASSION FOR CHEMISTRYPASSION FOR LIFE	Cambridge Major Laboratories, Inc.	85/356,990	6/27/2011	4258537	12/11/2012
PROCRYST	Cambridge Major Laboratories, Inc.	85/356,964	6/27/2011	4258536	12/11/2012
ALCAMI	Cambridge Major Laboratories, Inc.	_	4/27/2016	20161441095	4/27/2016

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