

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM637647

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900599436		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as administrative agent		03/01/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Cytel Inc.		
Street Address:	1050 Winter Street		
Internal Address:	Suite 2700		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02451		
Entity Type:	Corporation: DELAWARE		
Name:	Axio Research, LLC		
Street Address:	2601 4th Avenue		
Internal Address:	Suite 200		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98121		
Entity Type:	Limited Liability Company: WASHINGTON		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4453347	COMPASS	
Registration Number:	3921614	CYTEL	
Registration Number:	2108956	CYTEL	
Registration Number:	2517322	TOXTOOLS	
Registration Number:	2655833	EAST	
Registration Number:	2512707	LOGXACT	
Registration Number:	1561973	STATXACT	
Registration Number:	5764915	OKGO	
Registration Number:	2439958	AXIO	

CORRESPONDENCE DATA**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: 4045723401
Email: ssheesley@kslaw.com
Correspondent Name: Steven Sheesley
Address Line 1: 1180 Peachtree Street NE
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	18876.515132
NAME OF SUBMITTER:	Steven Sheesley
SIGNATURE:	/Steven Sheesley/
DATE SIGNED:	04/07/2021

Total Attachments: 6

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**TERMINATION AND RELEASE OF A SECURITY
INTEREST IN TRADEMARKS**

March 1, 2021

THIS TERMINATION AND RELEASE OF A SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of March 1, 2021 by ANTARES CAPITAL LP, in its capacity as administrative agent and collateral agent under the Credit Agreement (as defined below) (the “Collateral Agent”), in favor of Cytel Inc. and Axio Research, LLC (each a “Grantor” and collectively, “Grantors”).

WHEREAS, reference is made to that certain Credit Agreement, dated as of March 30, 2020 (as amended, restated, extended, supplemented or otherwise modified in writing from time to time, the “Credit Agreement”), by and among NMC Crimson Intermediate, Inc., as Holdings, Cytel Inc., as the Borrower, the Lenders from time to time party thereto and the Collateral Agent;

WHEREAS, in connection with the Credit Agreement, the Grantors and the other Loan Parties party thereto executed and delivered that certain Security Agreement dated as of March 30, 2020 (as amended, restated, extended, supplemented, waived, or otherwise modified in writing from time to time, the “Security Agreement”), pursuant to which the Grantors executed and delivered that certain Trademark Security Agreement dated as of March 30, 2020, including Schedule A thereto, which was recorded with the United States Patent and Trademark Office at Reel 6902, Frame 0840, on March 30, 2020 (“Trademark Security Agreement” and together with the Security Agreement and the Trademark Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Grantors granted to the Collateral Agent for the benefit of the Secured Parties, 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, pursuant to that certain Payoff Letter, dated as of March 1, 2021, the Collateral Agent acknowledged the full payment and performance of the Secured Obligations of the Grantor, and accordingly the Grantor has requested, and the Collateral Agent 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 (including, without limitation, the Trademarks referred to on Schedule A hereto).

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest; Further Assurances. The Collateral Agent, without any representation and warranty by or any recourse to the Collateral Agent, hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto), (ii) transfers and assigns to the Grantor any and all right, title and interest that the Collateral Agent may have in, to and under the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto), (iii) 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 (including, without limitation, the Trademarks referred to on Schedule A hereto) and effect the release of such rights to the Grantor and (iv) 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 Collateral Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto).

3. Electronic Delivery. 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. Governing Law. 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.

ANTARES CAPITAL LP,
as Collateral Agent

By: Devasena Vallabhaneni
Name: Devasena Vallabhaneni
Title: Duly Authorized Signatory

SCHEDULE A

Trademark Registrations & Trademark Applications:

Registered Trademark, Trade Name or Service Mark	Country	Owner	Filing Date	Reg. No. Reg. Date
COMPASS	USA	Cytel Inc.	9/26/2012	4453347 12/24/2013
CYTEL	USA	Cytel Inc.	6/12/2009	3921614 2/22/2011
CYTEL	USA	Cytel Inc.	10/18/1996	2108956 10/28/1997
TOXTOOLS	USA	Cytel Inc.	4/11/2001	2517322 12/11/2001
EAST	USA	Cytel Inc.	3/29/2001	2655833 12/03/2002
LOGXACT	USA	Cytel Inc.	3/29/2001	2512707 11/27/2001
STATXACT	USA	Cytel Inc.	2/13/1989	1561973 10/24/1989
OKGO	USA	Cytel Inc.	3/12/2018	5764915 5/28/2019
AXIO	USA	Axio Research, LLC	2/25/1999	2439958 4/3/2001