

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM730172

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GOLDMAN SACHS BANK USA, as collateral agent		04/14/2022	Chartered Bank: NEW YORK
RECEIVING PARTY DATA			
Name:	ELANCO US INC.		
Street Address:	2500 Innovation Way N		
City:	Greenfield		
State/Country:	INDIANA		
Postal Code:	46140		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97036509	BIOMEDIT	
Serial Number:	97120937	BIOMEDIT	
Serial Number:	97037789	ENGINEERED MICROBIAL SOLUTIONS	
Serial Number:	97037803	ENGINEERED MICROBIAL MEDICINE	
CORRESPONDENCE DATA			
Fax Number:	2028357586		
<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:	202-835-7500		
Email:	dcip@milbank.com		
Correspondent Name:	Javier J. Ramos		
Address Line 1:	1850 K Street, NW, Suite 1100		
Address Line 2:	Milbank, LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	30045.00102		
NAME OF SUBMITTER:	Javier J. Ramos		
SIGNATURE:	/Javier J. Ramos/		
DATE SIGNED:	05/25/2022		
Total Attachments: 4			

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NOTICE OF PARTIAL RELEASE OF
SECURITY INTEREST IN SPECIFIED TRADEMARKS

This NOTICE OF PARTIAL RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARKS (this “Release”), effective as of April 14, 2022 is made by GOLDMAN SACHS BANK USA, in its capacity as collateral agent (referred to herein as the “Collateral Agent”), in favor of ELANCO US INC., a Delaware corporation (the “Company”), pursuant to that certain Collateral Agreement, dated as of August 1, 2020 (and as the same may be further amended or modified from time to time, the “Collateral Agreement”), among the Company, the Collateral Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Collateral Agreement, the Company pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in certain collateral, including but not limited to the Trademark Collateral (as that term is defined in the Trademark Security Agreement, as hereinafter defined);

WHEREAS, the Company executed and delivered that certain Notice of Grant of Security Interests in Trademarks, dated as of August 1, 2020, in favor of the Collateral Agent (the “Trademark Security Agreement”) for the purpose of recording the grant of security interest in the Trademark Collateral with the United States Patent and Trademark Office (the “USPTO”);

WHEREAS, the Company has divested certain trademarks, as permitted under the Collateral Agreement;

WHEREAS, the Company no longer owns the Released Trademarks (as defined below) and the Collateral Agent wishes to release and terminate the encumbrance created by the Trademark Security Agreement and the Collateral Agreement in respect of the Released Trademarks; and

WHEREAS, the Collateral Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Capitalized terms used in this Release and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Release.

SECTION 2. Release of Security Interest. The Collateral Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company’s right, title and interest in, to and under the trademarks set forth in Schedule A attached hereto and all goodwill associated therewith or symbolized thereby (such trademark

applications, the “Released Trademarks”). If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Released Trademarks under the Trademark Security Agreement, the Collateral Agent, without representation, warranty or recourse of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Company. For clarity, none of the Collateral Agent’s security interest in the Trademark Collateral other than the Released Trademarks shall be released or otherwise impaired or modified hereby.

SECTION 3. Further Assurances. The Collateral Agent hereby authorizes the Company or the Company’s authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Collateral Agent in the Released Trademarks and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Collateral Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company’s sole cost and expense) in order to confirm this Release and the Company’s right, title and interest in, to and under the Released Trademarks.

SECTION 4. Counterparts. This Release may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Release by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. Governing of Law. THIS RELEASE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signatures Follow On Next Page.]

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

GOLDMAN SACHS BANK USA,
As Collateral Agent



By: _____
Authorized Signatory

SCHEDULE A

Released Trademarks

Trademark	Application No.	Filing Date	Reg. No.	Reg. Date
BIOMEDIT	97036509	Sep 20, 2021	--	--
BIOMEDIT	97120937	Nov 11, 2021	--	--
ENGINEERED MICROBIAL SOLUTIONS	97037789	Sep 21, 2021	--	--
ENGINEERED MICROBIAL MEDICINE	97037803	Sep 21, 2021	--	--