8115.00 4920

ETAS ID: TM766473

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MidCap Financial Trust, as Administrative Agent		11/03/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Celerion, Inc.
Street Address:	621 Rose Street
City:	Lincoln
State/Country:	NEBRASKA
Postal Code:	68502
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4920719	CELEXUS
Registration Number:	4612427	THE BIOSIMILARS ALLIANCE
Registration Number:	3889562	CELERION
Registration Number:	2364168	CLINQUICK

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: 415-591-1000

Email: TrademarksSF@winston.com

Correspondent Name: Becky Troutman
Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Becky Troutman (ker)	
SIGNATURE:	/Becky Troutman/	
DATE SIGNED:	11/08/2022	

Total Attachments: 4

source=Project Caravel - Termination of 1L Trademark Security Agreement (executed)#page1.tif source=Project Caravel - Termination of 1L Trademark Security Agreement (executed)#page2.tif

source=Project Caravel - Termination of 1L Trademark Security Agreement (executed)#page3.tif source=Project Caravel - Termination of 1L Trademark Security Agreement (executed)#page4.tif

RELEASE AND TERMINATION OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE AND TERMINATION OF TRADEMARK SECURITY AGREEMENT, dated as of November 3, 2022 (this "Release"), is made by MidCap Financial Trust, a Delaware statutory trust, as administrative agent for the Lenders party to the Credit Agreement (defined below) (in such capacity, the "Grantee"), in favor of CELERION, INC. a Delaware corporation (the "Grantor"). All terms used but not defined herein shall have the meanings set forth (including by reference) in the Security Agreement or Trademark Security Agreement (as defined below).

WHEREAS, the Grantor and the Grantee are parties to that certain (i) Credit Agreement, dated as of November 3, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), (ii) Security Agreement, dated as of November 3, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), (iii) Trademark Security Agreement, dated as of November 3, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "Trademark Security Agreement"), pursuant to which the Grantor granted to the Grantee, for the benefit of the Secured Parties, a continuing security interest in, the Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademarks and the Trademark Licenses listed on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded in the records of the United States Patent and Trademark Office ("<u>USPTO</u>") on November 3, 2017 at reel 6196, frame 0057; and

WHEREAS, the Grantor has requested and the Grantee has agreed to (a) immediately and irrevocably release any and all security interests it may have in the Trademark Collateral and (b) provide a document suitable for recording in the USPTO evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantee does hereby, in each case, immediately and irrevocably and without recourse, representation or warranty of any kind whatsoever, (a) terminate the Trademark Security Agreement, (b) terminate the liens and security interest in the Trademark Collateral, (c) cancel, release and relinquish and discharge its liens on and security interest in the Trademark Collateral, and (d) re-assign, retransfer and re-convey to the Grantor any and all rights, title and interest it may have in, to or under the Trademark Collateral. The Grantor (or its designees) agrees to make filings with the USPTO and the Grantee agrees to take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Grantee's security interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

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

MIDCAP FINANCIAL TRUST,

as Grantee

By: Apollo Capital Management, L.P., its Investment Manager

By: Apollo Capital Management GP, LLC, its General Partner

By:

Name: Maurice Amsellem Title: Authorized Signatory CELERION, INC., as Grantor

By: Johnne P Rosal

Name: JoAnne Rosal

Title: Chief Financial Officer

SCHEDULE A

Trademark Licenses

None

Trademark Applications

None

Trademarks

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE
CELEXUS	86514789	Registered	4920719	03/22/16
THE BIOSIMILARS ALLIANCE & Design	86044415	Registered	4612427	09/36/14
CELERION & Design	85013982	Registered	3889562	12/14/10
CLINQUICK	75649534	Registered	2364168	07/04/00

134074956v4

RECORDED: 11/08/2022