# CH \$40.00 4081

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM300560 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS FOR REEL/FRAME 5089/0061

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
M&F TTP Holdings LLC		03/28/2014	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	High Point Pharmaceuticals, LLC	
Street Address:	dress: 4170 MENDENHALL OAKS PARKWAY	
City:	HIGH POINT	
State/Country:	NORTH CAROLINA	
Postal Code:	al Code: 27265	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4081541	HIGH POINT CLINICAL TRIALS CENTER

#### CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

**Email:** depstein@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: DAVID EPSTEIN

Address Line 1: 1285 AVENUE OF THE AMERICAS
Address Line 4: NEW YORK, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	08693-154
NAME OF SUBMITTER:	David Epstein
SIGNATURE:	/David Epstein/
DATE SIGNED:	04/07/2014

## **Total Attachments: 3**

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> TRADEMARK REEL: 005253 FRAME: 0260

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#### NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), effective as of March 28, 2014, is made by M&F TTP Holdings LLC, as collateral agent (in such capacity, the "Agent"), in favor of High Point Pharmaceuticals, LLC, a Delaware limited liability company (the "Grantor").

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of August 9, 2013 (the "<u>Trademark Security Agreement</u>"), by the Grantor and the Agent, recorded in the United States Patent and Trademark Office at Reel 5089, Frame 0061, the Grantor assigned and granted to the Agent a security interest in Grantor's right, title and interest in and to the Trademarks, including those listed on <u>Exhibit A</u> hereto (the "<u>Released Assets</u>"); and

WHEREAS, Agent wishes to provide a document suitable for recording in the United States Patent and Trademark Office for purposes of recording the release, relinquishment and discharge of its security interest in the Released Assets;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent agrees as follows:

- 1. <u>Release</u>. The Agent has been instructed by the Grantor to execute and deliver this Release. The Agent hereby terminates, relinquishes, releases and discharges its security interest in, and all other rights and claims in and to, the Released Assets granted or arising under the Trademark Security Agreement and the Security Agreement (as defined in the Trademark Security Agreement), and all right, title and interest of the Grantor in the Released Assets are hereby reassigned by the Agent to the Grantor.
- 2. <u>Further Assurances</u>. The Agent hereby authorizes the Grantor or the Grantor's authorized representative to record this Release with the United States Patent and Trademark Office. The Agent further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or their agents or designees) reasonably request in writing (at the Grantor's sole cost and expense) in order to confirm this Release and the Grantor's right, title and interest in, to and under the Released Assets.
- 3. <u>Limited Effect</u>. This Release is limited to the documents referred to herein and is without prejudice to any security interest or lien that may be granted by the Company pursuant to any other agreement.
- 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.
- 5. <u>Definitions</u>. Capitalized terms used herein and not defined shall have the respective meaning ascribed to such terms in the Trademark Security Agreement.

[Signature Page Follows.]

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IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed as of the date set forth above.

M&F TTP HOLDINGS LLC, as Collateral Agent

By:

Name: Paul G. Savas

Title: Executive Vice President and Chief

Financial Officer

[Signature Page to Trademark Release]

## EXHIBIT A

# **RELEASED ASSETS**

# Trademarks Owned by High Point Pharmaceuticals, LLC

# U.S. Trademark Registrations

Mark	Registration No.	Registration Date
HIGH POINT CLINICAL	4.091.541	3-Jan-12
TRIALS CENTER	4,081,541	

U.S. Trademark Applications

None

Doc#: US1:9338593v3

**RECORDED: 04/07/2014** 

TRADEMARK REEL: 005253 FRAME: 0263