# OP \$115.00 3129840

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM402349

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank, N.A., as Agent		10/14/2016	National Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	BIOZONE LABORATORIES INC.	
Street Address:	28350 Witherspoon Parkway	
City:	Valencia	
State/Country:	CALIFORNIA	
Postal Code:	91355-4177	
Entity Type:	Corporation: NEVADA	

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

Property Type	Number	Word Mark
Registration Number:	3129840	BIOZONE
Registration Number:	2791922	INFLACIN
Registration Number:	2921099	QUSOME
Registration Number:	3151205	QUSOME

### 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.

**Email:** michael.barys@thomsonreuters.com

Correspondent Name: Andrea Gniadek

Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Andrea Gniadek	
SIGNATURE:	/Michael Barys/	
DATE SIGNED:	10/18/2016	

**Total Attachments: 5** 

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## RELEASE OF SECURITY INTEREST IN TRADEMARK

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK (the "Release"), dated as of October 14, 2016, is executed by WELLS FARGO BANK, N.A., in its capacity as Agent for the Lenders ("Agent"), in favor of BIOZONE LABORATORIES INC. (the "Grantor").

### Recitals

WHEREAS, pursuant to that certain Credit Agreement, dated as of June 11, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Borrower, Holdings, the other Persons signatory thereto from time to time as Credit Parties, the Lenders and Agent, as successor by assignment to General Electric Capital Corporation, the Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. All capitalized terms used in this letter agreement which are not defined herein shall have the same meanings given such terms in the Credit Agreement;

WHEREAS, pursuant to that certain Joinder Agreement dated as of June 29, 2016 executed by Grantor and that certain Guaranty and Security Agreement dated as of June 11, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty Agreement"), Agent holds a Lien against the intellectual property rights owned by Grantor:

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of June 29, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "<u>Trademark Security Agreement</u>"), Grantor granted, assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Agent, and granted to Agent, a security interest in all of Grantor's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement, the "<u>Trademark Collateral</u>");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 5, 2016, at Reel/Frame 005828/0336;

WHEREAS, pursuant to the terms and conditions of that certain payoff letter, dated as of October 5, 2016, by and among Agent, Grantor and the other Credit Parties signatory thereto, Agent has consented to, among other things, the release and termination of the Lien on the Trademark Collateral, including, without limitation, all Trademark Collateral listed on Schedule 1 attached hereto; and

WHEREAS, Agent desires to release its Lien in the Trademark Collateral.

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

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Agent's Lien in the Trademark Collateral and Collateral granted pursuant to the Trademark Security Agreement and the Guaranty Agreement respectively is hereby terminated and released.

To the extent Agent retains any such interest, Agent hereby assigns, transfers and conveys to Grantor, all of Agent's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest in the Trademark Collateral, including, without limitation, the entire right, title and interest in and to the Trademark Collateral, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements, and all rights corresponding thereto and the goodwill of the business to which the Trademark Collateral relates. Such assignment, transfer and conveyance by Agent is made without any representation or warranty (express or implied) by Agent, except that Agent has not transferred or conveyed any interest therein.

Agent hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantor. Agent authorizes Grantor (or its agents) to file such documentation as is necessary to effect the releases of the Trademark Collateral and Collateral granted hereunder.

This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart of a signature page to this Release by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Release.

THIS RELEASE SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

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IN WITNESS WHEREOF, Agent has executed and delivered this Release as of the day and year first above written.

WELLS FARGO BANK, N.A., as Agent

By: Name: CAMERON HOLDER

Title: ASSISTANT VICE PRESIDENT

[Signature Page to IP Security Termination]

# SCHEDULE 1

# TRADEMARK REGISTRATIONS

Trademark/Name	Reg./App. No.	Reg. Date
BIOZONE	RN: 3129840	August 15, 2006
	SN: 78714824	
INFLACIN	RN: 2791922	December 9, 2003
	SN: 76174456	
QUSOME	RN: 2921099	January 25, 2005
•	SN: 76369470	
QUSOME .	RN: 3151205	October 3, 2006
	SN: 76369471	

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**RECORDED: 10/18/2016** 

Schedule 1