

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM559684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Intellectual Property Security Agreement recorded at Reel 6165/Frame 0234		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GPB Debt Holdings II, LLC		01/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alexium, Inc.		
Street Address:	8 Distribution Court		
City:	Greer		
State/Country:	SOUTH CAROLINA		
Postal Code:	29650		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4899082	A	
Registration Number:	5292687	ALEXICOOL	
Registration Number:	4899081	ALEXIFLAM	
Registration Number:	4899080	ALEXIUM	
Registration Number:	4254562	CLEANSHELL	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<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:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	21372-00001		
NAME OF SUBMITTER:	Stephanie Kann		
SIGNATURE:	/stephanie kann/		

CH \$140.00 4899082

DATE SIGNED:	01/30/2020
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Total Attachments: 7

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Release") is made as of January 30, 2020, by GPB DEBT HOLDINGS II, LLC, in its capacity as Collateral Agent for the Secured Parties under (and as defined in) the Securities Purchase Agreement referred to below (the "Collateral Agent") for the benefit of ALEXIUM INTERNATIONAL GROUP, LTD., a corporation organized under the laws of Australia, ALEXIUM, INC., a Delaware corporation and wholly owned subsidiary of the Corporation, and ALEXIUM LTD., a corporation incorporated under the laws of Cyprus and wholly owned subsidiary of the Corporation, (collectively, the "Grantors"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Securities Purchase Agreement (as defined below) or the Intellectual Property Security Agreement (as defined below) as applicable.

WITNESSETH:

WHEREAS, the Grantors and the Collateral Agent are parties to that certain (i) Securities Purchase Agreement, dated as of September 28, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Securities Purchase Agreement"); and (ii) Intellectual Property Security Agreement, dated as of September 28, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), pursuant to which the Grantors have granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantors in, to and under the Intellectual Property Collateral (as defined in the IP Security Agreement), including the patents, trademarks, and copyrights set forth on Schedules A, B, and C hereto; and

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office on September 29, 2017 at Reel 6165 and Frame 0234 for trademarks and recorded on September 29, 2017 at Reel 043740 and Frame 0770 for patents; and

WHEREAS, Grantors have requested that the Collateral Agent release, and the Collateral Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Intellectual Property Collateral, including, without limitation, the patents set forth on Schedule A and the trademarks set forth on Schedule B hereto.

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

1. The Collateral Agent does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Securities Purchase Agreement or IP Security Agreement to the Intellectual Property Collateral, including, without limitation, the patents (including the patents and patent applications) set forth on Schedule A hereto, and the trademarks (including the trademark registrations and trademark applications) set forth on Schedule B hereto, the goodwill of the business symbolized by the trademarks and the

applications and registrations thereof, and all proceeds thereof, and any right, title or interest of the Collateral Agent in such Intellectual Property Collateral shall hereby terminate, cease and become void. The Collateral Agent hereby assigns, transfers and conveys any and all right, title or interest of the Collateral Agent in the Intellectual Property Collateral to the Grantors.

2. The Collateral Agent, on behalf of itself and the Secured Parties, does hereby terminate and cancel the IP Security Agreement.

3. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Intellectual Property Security Agreement to be executed and delivered as of the date first written above.

GPB DEBT HOLDINGS II, LLC, as Collateral Agent

By: 

Name: David Bentile

Title: Manager

[SIGNATURE PAGE TO RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT]




TRADEMARK
REEL: 006850 FRAME: 0951


SCHEDULE A
Patents

Country	Title	Filing Date	Application Patent #	Status
US	Emulsification of Hydrophobic Organophosphorus Compounds	5/28/2015	10,190,051	Issued
TW	Emulsification of Hydrophobic Organophosphorus Compounds	6/9/2015	201605950	Pending
AU	Emulsification of Hydrophobic Organophosphorus Compounds	5/29/2015	2015273150	Pending
BR	Emulsification of Hydrophobic Organophosphorus Compounds	5/29/2015	1120160288475	Pending
CA	Emulsification of Hydrophobic Organophosphorus Compounds	5/29/2015	2951362	Pending
CN	Emulsification of Hydrophobic Organophosphorus Compounds	5/29/2015	106659998	Issued
IN	Emulsification of Hydrophobic Organophosphorus Compounds	5/29/2015	201717000695	Pending
MX	Emulsification of Hydrophobic Organophosphorus Compounds	5/29/2015	MX/a/2016/016235	Pending
EP	Emulsification of Hydrophobic Organophosphorus Compounds	5/29/2015	3154670	Issued
VN	Emulsification of Hydrophobic Organophosphorus Compounds	5/29/2015	1-2017-00058	Pending

SCHEDULE B

Trademarks

Country	Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner/Comments
Australia		Filing Date 4/26/2017 Reg. Date 4/26/2017	Appl. No. 1840525 Reg. No. 1840525	Registered	Alexium, Inc.
Australia	ALEXICOOL	Filing Date 3/9/2017 Reg. Date 3/9/2017	Appl. No. 1830897 Reg. No. 1830897	Registered	Alexium, Inc.
Australia	ALEXIFLAM	Filing Date 4/18/2017 Reg. Date 4/18/2017	Appl. No. 1838858 Reg. No. 1838858	Registered	Alexium, Inc.
Australia	ALEXIUM	Filing Date 4/18/2017 Reg. Date 4/18/2017	Appl. No. 1838859 Reg. No. 1838859	Registered	Alexium, Inc.
China		Filing Date 5/4/2017 Reg. Date 4/21/2018	Appl. No. 23937795 Reg. No. 23937795	Registered	Alexium, Inc.
China	ALEXICOOL	Filing Date 5/4/2017 Reg. Date 4/28/2018	Appl. No. 23937794 Reg. No. 23937794	Registered	Alexium, Inc.
China	ALEXIFLAM	Filing Date 5/4/2017 Reg. Date 4/21/2018	Appl. No. 23937797 Reg. No. 23937797	Registered	Alexium, Inc.
China	ALEXIUM	Filing Date 5/4/2017 Reg. Date 4/21/2018	Appl. No. 23937796 Reg. No. 23937796	Registered	Alexium, Inc.
EU		Filing Date 4/27/2017 Reg. Date 8/25/2017	Appl. No. 16647497 Reg. No. 16647497	Registered	Alexium, Inc.
EU	ALEXICOOL	Filing Date 3/14/2017	Appl. No. 16464356	Registered	Alexium, Inc.

Country	Mark	Filing/Reg. Date	Serial/Reg. No.	Status	Owner/Comments
		Reg. Date 7/7/2017	Reg. No. 16464356		
EU	ALEXIFLAM	Filing Date 4/19/2017 Reg. Date 8/16/2017	Appl. No. 16615007 Reg. No. 16615007	Registered	Alexium, Inc.
EU	ALEXIUM	Filing Date 4/19/2017 Reg. Date 8/18/2017	Appl. No. 16615056 Reg. No. 16615056	Registered	Alexium, Inc.
U.S.		Filing Date 4/18/2014 Reg. Date 2/9/2016	Serial No. 86/256,114 Reg. No. 4,899,082	Registered	Alexium, Inc.
U.S.	ALEXICOOL	Filing Date 9/16/2016 Reg. Date 9/19/2017	Serial No. 87/173,383 Reg. No. 5,292,687	Registered	Alexium, Inc.
U.S.	ALEXIFLAM	Filing Date 4/18/2014 Reg. Date 2/9/2016	Serial No. 86/256,109 Reg. No. 4,899,081	Registered	Alexium, Inc.
U.S.	ALEXIUM	Filing Date 4/18/2014 Reg. Date 2/9/2016	Serial No. 86/256,083 Reg. No. 4,899,080	Registered	Alexium, Inc.
U.S.	CLEANSHELL	Filing Date 3/7/2011 Reg. Date 12/4/2012	Serial No. 85/260,099 Reg. No. 4,254,562	Cancelled	Alexium, Inc.

SCHEDULE C

Copyrights

None.