

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada, as collateral agent		12/07/2020	Bank: CANADA
RECEIVING PARTY DATA			
Name:	Avista Pharma Solutions, Inc.		
Street Address:	3501 Tricenter Blvd., Suite C		
City:	Durham		
State/Country:	NORTH CAROLINA		
Postal Code:	27713		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87051023	AVISTA PHARMA	
Serial Number:	87516334	CHALLENGE ACCEPTED	
Serial Number:	87755304	SUCCESS BEYOND SCIENCE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		
Address Line 2:	c/o Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ Alana Gramer		
DATE SIGNED:	12/07/2020		
Total Attachments: 4			
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RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS

This **RELEASE OF SECOND LIEN SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of December 7, 2020 (the "Effective Date") by Royal Bank of Canada, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") in favor of Avista Pharma Solutions, Inc. (the "Grantor"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Second Lien Pledge and Security Agreement (as defined below) and (to the extent not defined therein) the Second Lien Credit Agreement.

WHEREAS, the Grantor, specified affiliates of Grantors and the Collateral Agent have entered into that certain Second Lien Pledge and Security Agreement dated as of December 4, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Pledge and Security Agreement");

WHEREAS, pursuant to the Second Lien Pledge and Security Agreement, the Grantor and the Collateral Agent entered into that certain Second Lien Trademark Security Agreement dated December 4, 2019 (the "Second Lien Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office on December 4, 2019, at Reel 6809, Frame 0111;

WHEREAS, pursuant to the Second Lien Pledge and Security Agreement and the Second Lien Trademark Security Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in and to all of the Grantor's right, title and interest in, to and under all of the following, whether then owned or thereafter acquired by the Grantor and wherever located (collectively, the "Trademark Collateral"): (i) all Trademarks (as defined below) of the Grantor, including, without limitation, the trademark registrations and applications referred to in Schedule I hereto (and all goodwill associated therewith or symbolized thereby) and (ii) all Proceeds and products of any of the foregoing (excluding any Excluded Property); and

WHEREAS, the Grantor has satisfied the terms of the Second Lien Pledge and Security Agreement and requests, and the Collateral Agent has agreed to grant, a release of such continuing security interest and Lien granted and recorded against the Trademark Collateral.

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

SECTION 1. Defined Terms. For purposes of this Release, the term "Trademarks" shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, trade dress, logos, slogans and other source or business identifiers, now existing or hereafter adopted or

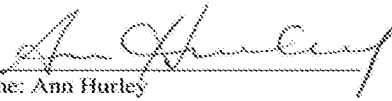
acquired, all registrations thereof, and all registrations and applications filed in connection therewith, including registrations and applications in the United States Patent and Trademark Office (or any similar office in any other country or any State of the United States), and all extensions or renewals thereof, including, in the case of the Grantor, any of the foregoing set forth next to its name on Schedule 1 hereto, and (b) all goodwill associated therewith or symbolized thereby.

SECTION 2. Release of Security Interest in Patent Collateral. The Collateral Agent hereby (i) terminates the Second Lien Trademark Security Agreement and releases any and all Liens and security interests in the Trademark Collateral and re-assigns to the Grantor any and all right, title and interest it may have in, to and under the Trademark Collateral; (ii) agrees that, at the Grantor's expense, it shall execute and deliver all other documents and do all other acts necessary or that Grantor may reasonably request to relinquish, and effect or evidence such termination and the release of, such rights to the Grantor; and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's rights under the Second Lien Pledge and Security Agreement with respect to the Trademark Collateral.

SECTION 3. GOVERNING LAW. THIS RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS RELEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed, on behalf of itself and the Secured Parties, by its duly authorized representative effective as of the Effective Date.

ROYAL BANK OF CANADA, as Collateral Agent

By: 
Name: Ann Hurley
Title: Manager, Agency

SCHEDULE I

Trademark Registrations and Applications

Trademark	Reg. No. (App. No.)	Owner
AVISTA PHARMA	87/051,023	Avista Pharma Solutions, Inc.
CHALLENGE ACCEPTED	87/516,334	Avista Pharma Solutions, Inc.
SUCCESS BEYOND SCIENCE	87/755,304	Avista Pharma Solutions, Inc.

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