

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI130163

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARK (EURO NOTES)
RESUBMIT DOCUMENT ID:	900842394

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION		02/26/2024	Chartered Bank: UNITED KINGDOM

RECEIVING PARTY DATA

Company Name:	ORGANON USA LLC
Street Address:	30 Hudson Street
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	Limited Liability Company: NEW JERSEY

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	365443	PREGNYL

CORRESPONDENCE DATA

Fax Number: 2024576315

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: 2024576000

Email: IP-Squire@squirepb.com

Correspondent Name: Christopher W. Adams

Address Line 1: 2550 M Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	124851.00008 Organon
NAME OF SUBMITTER:	Juliya Schuck
SIGNATURE:	Juliya Schuck
DATE SIGNED:	03/28/2024

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARK (EURO NOTES)

This **RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARK (EURO NOTES)**, dated as of February 26, 2024 (this “Release”), is made by **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, successor in interest to U.S. Bank National Association**, as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties, in favor of **ORGANON USA LLC (fka Organon USA Inc.)** (the “Grantor”). Capitalized terms used in this Release and not otherwise defined herein have the meanings given to them (including by reference) in the Security Agreement (as defined below).

WHEREAS, the Grantor and the Collateral Agent are parties to that (i) certain Security Agreement (Euro Notes), dated as of June 2, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “Security Agreement”), and (ii) certain Intellectual Property Security Agreement (Euro Notes) dated as of June 2, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “IP Security Agreement”), pursuant to which the Grantor granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in and to the IP Collateral (as defined in the IP Security Agreement);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on June 3, 2021 at Reel/Frame 7315/0157;

WHEREAS, the Grantor has informed the Collateral Agent that all right, title and interest in and to the Trademark set forth on Schedule A annexed hereto (the “Released Trademark Collateral”) was assigned to N.V. Organon on May 20, 2021 (prior to the execution and delivery of the Security Agreement and the IP Security Agreement) and therefore the Released Trademark Collateral was erroneously described as part of the IP Collateral; and


WHEREAS, because the Grantor incorrectly granted to the Collateral Agent and recorded with the United States Patent and Trademark Office a security interest in the Released Trademark Collateral, the Collateral Agent has agreed to execute and deliver this Release.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without any representation, warranty or recourse of any kind or nature, hereby terminates, cancels and releases its security interest in the Released Trademark Collateral, which shall, as of the date hereof, no longer constitute IP Collateral under the IP Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first written above.

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,**
as Collateral Agent

By:  _____
Name: Laurel Casasanta
Title: Vice President

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST IN SPECIFIED TRADEMARK (EURO NOTES)**

Mark	Registration No.	Registration Date
PREGNYL	365443	Mar. 07, 1939