

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4617936

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PENSION FUND OF THE CHRISTIAN CHURCH (DISCIPLES OF CHIRST), AS TRUSTEE FOR THE PENSION FUND OF THE CHRISTIAN CHURCH GROUP TRUST	09/26/2017
RECEIVING PARTY DATA	
Name:	ON TARGET LABORATORIES, LLC
Street Address:	1281 WIN HENTSCHEL BOULEVARD
City:	WEST LAFAYETTE
State/Country:	INDIANA
Postal Code:	47906
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14046916
PCT Number:	US2013063593
CORRESPONDENCE DATA	
Fax Number:	(614)224-3246
<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:	(614) 462-1093
Email:	ipdocketcolumbus@icemiller.com
Correspondent Name:	ICE MILLER LLP
Address Line 1:	250 WEST STREET, SUITE 700
Address Line 4:	COLUMBUS, OHIO 43215-7509
ATTORNEY DOCKET NUMBER:	07100.0039
NAME OF SUBMITTER:	BARBARA BACON
SIGNATURE:	/Barbara Bacon/
DATE SIGNED:	09/28/2017
Total Attachments: 8	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT TERMINATION AND RELEASE

This Intellectual Property Security Agreement Termination and Release (this “**Termination**”) is made as of September 26, 2017, by and among On Target Laboratories, LLC (“**Borrower**”) and Pension Fund of the Christian Church (Disciples of Christ), as Trustee for the Pension Fund of the Christian Church Group Trust (“**Agent**”), in its capacity as Agent for the Investors (as such term is defined in that certain Intellectual Property Security Agreement dated as of March 1, 2016 (the “**IP Security Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the IP Security Agreement.

RECITALS

WHEREAS, Borrower and Agent are parties to the IP Security Agreement, pursuant to which, as security for the payment and performance of Borrower’s obligations under the Loans, Borrower granted, pledged, assigned to and created in favor of Agent, a lien upon, and security interest in all of Borrower’s right, title and interest in, to and under the IP Collateral, including:

(a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto;

(b) the trademarks registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the sue thereof and symbolized thereby and all extensions and renewals thereof;

(c) the copyright registrations, applications, set forth in Schedule 3 hereto, and all extensions and renewals thereof;

(d) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages (collectively, “**Borrower’s Collateral**”);

WHEREAS, an executed copy of the Intellectual Property Security Agreement was recorded with the Patent Assignment Recordation Branch of the United States Patent and Trademark Office (the “**USPTO**”) on March 8, 2016 at Reel/Frame 037924 /0675; and

WHEREAS, Agent desires to terminate the IP Security Agreement and release its security interests in Borrower's Collateral.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Agent does hereby covenant and agree as follows:

1. The IP Security Agreement and Agent's lien upon, and security interests in Borrower's Collateral are hereby irrevocably terminated and released.
2. Agent hereby waives and releases all of its 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 interests and collateral assignment in Borrower's Collateral.
3. Agent represents and warrants that it has full power and authority to execute this Termination and to release its security interests in Borrower's Collateral.
4. Agent represents and warrants that it has not assigned or otherwise encumbered its security interests in Borrower's Collateral.
5. Agent authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Termination upon request by Borrower or its authorized representative. At Borrower's cost, 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 Termination.
6. Notwithstanding anything to the contrary in the Note Purchase Agreement, the Notes, the Security Agreement, the IP Security Agreement or any other related agreements (the "**Documents**"), immediately and automatically upon the conversion of the Notes, the Company, and Agent (on behalf of the Investors) agree that:
 - (a) All indebtedness, liabilities, guarantees and other obligations (including, without limitation, all of the Obligations under the Documents) of the Company under the Documents (other than indemnification and other contingent obligations that pursuant to the express terms of the Documents survive the termination of the Documents (collectively, the "**Continuing Obligations**")), including principal, accrued interest, expenses and fees, shall be forever discharged and satisfied in full;
 - (b) The Company shall automatically be released and discharged from all obligations, claims and demands under the Documents (other than any Continuing Obligations);
 - (c) All liens, mortgages, deeds of trust, encumbrances and security interests securing the Obligations under the Documents shall automatically terminate and be deemed discharged in their entirety with no further action on the part of any party thereto;
 - (d) The Company (or any of their agents or their designees) is authorized to file and/or deliver the Uniform Commercial Code termination statements, mortgage releases,

intellectual property terminations, terminations of control agreements and other terminations or release documents.

7. This Termination and all matters arising directly or indirectly herefrom shall be governed by the internal laws of the state of Delaware, without giving effect to the choice of law provisions thereof.

8. This Termination may be executed in any number of counterparts, and telecopied signatures (or signatures delivered electronic mail or "pdf") shall be enforceable as originals. The signatures below shall evidence the agreement of each of the undersigned with the foregoing.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have duly executed this Termination as of the day and year first above written.

"AGENT"

**PENSION FUND OF THE CHRISTIAN
CHURCH (DISCIPLES OF CHRIST), AS
TRUSTEE FOR THE PENSION FUND OF THE
CHRISTIAN CHURCH (DISCIPLES OF
CHRIST) GROUP TRUST**

By: 

Name: *David Stone*

Title: *CEO*

"BORROWER"

ON TARGET LABORATORIES, LLC

By: _____

Name: Martin Low

Title: Chief Executive Officer

[Signature Page to IP Security Agreement Termination and Release]

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TRUSTEE FOR THE PENSION FUND OF THE
CHRISTIAN CHURCH (DISCIPLES OF
CHRIST) GROUP TRUST**

By: _____
Name:
Title:

“BORROWER”

ON TARGET LABORATORIES, LLC

By:  _____
Name: Martin Low
Title: Chief Executive Officer

[Signature Page to IP Security Agreement Termination and Release]

SCHEDULE I
PATENTS AND PATENT APPLICATIONS

APPLICATION NO. OR PATENT NO.	JURISDICTION	ISSUE OR FILING DATE	TITLE
14/046916	US	October 4, 2013	Methods of Manufacture and Synthesis of Amino Acid Linking Groups Conjugated To Compounds Used for Targeted Imaging of Tumors
9,254,341	US	February 9, 2016	Methods of manufacture of pteroyl-amino acid- fluorescent dyes
PCT/US2013/063593	PCT	October 4, 2013	Methods of Manufacture and Synthesis of Amino Acid Linking Groups Conjugated To Compounds Used for Targeted Imaging of Tumors

SCHEDULE 2
TRADEMARKS REGISTRATIONS AND APPLICATIONS

None.

SCHEDULE 3
COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.