

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademark Rights		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A., as Administrative Agent		07/14/2006	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Upstate USA, Inc. (formerly known as Upstate Biotechnology, Inc.)		
<b>Street Address:</b>	48 Barn Road		
<b>City:</b>	Lake Placid		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	12942		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2591736	BEADLYTE	
Serial Number:	76018620	PHOSPHOMICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 455-7609		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	Kirstie Howard, Esq.		
<b>Address Line 1:</b>	Simpson Thacher & Bartlett LLP		
<b>Address Line 2:</b>	425 Lexington Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509333/0016		
<b>NAME OF SUBMITTER:</b>	Kirstie Howard		
<b>Signature:</b>	/kh/		

OP \$65.00 2591736

Date:

11/02/2006

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of July 14, 2006, from JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders"), to Upstate USA, Inc. (formerly known as Upstate Biotechnology, Inc.), a New York corporation ("Obligor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of October 14, 2004, made by the Grantors (as defined therein) in favor of the Agent (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to the Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of October 14, 2004, among the Agent and the Obligor (the "Security Agreement"), the Obligor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 30, 2004, at Reel 2999 and Frame 0631; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement and the Security Agreement.
2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.
3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

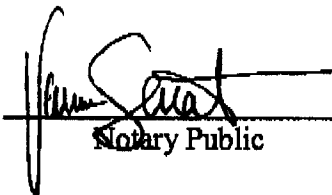
JPMORGAN CHASE BANK, N.A.

By:   
Name: **B.B. WUTHRICH**  
Title: **VICE PRESIDENT**

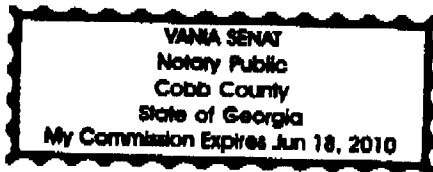
STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ )

ss.:

On this 1 day of November, 2006, before me personally appeared  
B. Wuthrich to me known who, being by me duly sworn, did depose and say that  
he/she is Vice President of JPMorgan Chase Bank, N.A., described herein and  
which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to  
the authority granted by JPMorgan Chase Bank, N.A..

  
\_\_\_\_\_  
Notary Public

(Affix Seal Below)



Schedule A

**U.S. Trademark Registrations and Applications**

<b>Trademark</b>	<b>Registration or Serial Number</b>
BEADLYTE	2,591,736
PHOSPHOMICS	76/018,620

509333-0016-10476-NY01.2583756.1