

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                          |
|-----------------------|--------------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT           |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY |

CONVEYING PARTY DATA

| Name                              | Formerly | Execution Date | Entity Type                         |
|-----------------------------------|----------|----------------|-------------------------------------|
| MIDCAP FUNDING III, LLC, AS AGENT |          | 02/13/2012     | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

|                 |                              |
|-----------------|------------------------------|
| Name:           | SAGENT PHARMACEUTICALS, INC. |
| Street Address: | 1901 N. Roselle Road         |
| City:           | Schaumburg                   |
| State/Country:  | ILLINOIS                     |
| Postal Code:    | 60195                        |
| Entity Type:    | CORPORATION: DELAWARE        |

PROPERTY NUMBERS Total: 15

| Property Type  | Number   | Word Mark                        |
|----------------|----------|----------------------------------|
| Serial Number: | 77256642 | SAGENT PHARMA                    |
| Serial Number: | 77256646 | INJECTABLES EXCELLENCE           |
| Serial Number: | 77256647 | ADVANCE INJECTABLES EXCELLENCE   |
| Serial Number: | 77256654 | CREATE INJECTABLES EXCELLENCE    |
| Serial Number: | 77256656 | DISCOVER INJECTABLES EXCELLENCE  |
| Serial Number: | 77256659 | INVEST IN INJECTABLES EXCELLENCE |
| Serial Number: | 77256745 | SSS                              |
| Serial Number: | 77256750 | SAGENT                           |
| Serial Number: | 77969940 | ANECLEAR                         |
| Serial Number: | 77969951 | REVOLO                           |
| Serial Number: | 77978237 | SSS                              |
| Serial Number: | 78867342 | SAGENT PHARMACEUTICALS           |
| Serial Number: | 78981049 | SAGENT PHARMACEUTICALS           |
| Serial Number: | 85028619 | ANECLEAR                         |

**TRADEMARK**

Serial Number:

85028622

ANECLEAR

**CORRESPONDENCE DATA**

Fax Number: (312)862-2200

Phone: 3128623312

Email: patrick.lau@kirkland.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Kirkland & Ellis LLP

Address Line 1: 300 North LaSalle

Address Line 2: c/o Patrick Lau, Legal Assistant

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:

11417-2 PL

NAME OF SUBMITTER:

Patrick Lau

Signature:

/pl/

Date:

02/13/2012

Total Attachments: 5

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**RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "Release") is made as of February 13, 2012 ("Effective Date") by and between **MIDCAP FUNDING III, LLC**, a Delaware limited liability company, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "Grantee"), and **SAGENT PHARMACEUTICALS, INC.**, a Delaware corporation ("Grantor").

**WHEREAS**, Grantor, certain affiliates of Grantor, Grantee and Lenders are parties to that certain Credit and Security Agreement dated March 8, 2011 (as the same may have been amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") (all terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement), providing for extension of a term loan to be made to Grantor and certain of its affiliates by Lenders;

**WHEREAS**, pursuant to the terms of the Credit Agreement and certain other Security Documents executed by Grantor in favor of Grantee, Grantor previously granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (ii) all renewals thereof ((i) and (ii), collectively, "Trademarks"), (iii) any agreement, written or oral, providing for the grant by or to a Grantor of any right to use any Trademark (collectively, the "Trademark Licenses"), (iv) the goodwill of the business symbolized by Grantor's Trademarks, and (v) all products and proceeds thereof, to secure the payment of all amounts owing by Grantor and the other Borrowers under the Credit Agreement;

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement by and between Grantor and Grantee, dated September 26, 2011 (as the same may have been amended, restated, supplemented, or otherwise modified from time to time, the "Trademark Security Agreement"), Grantor granted, and reaffirmed its prior grant pursuant to the Credit Agreement and the other Security Documents, to Grantee, for its benefit and the benefit of the Lenders, among other things, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) each Trademark License and Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark;

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on September 27, 2011, at Reel 004631, Frame 0423;

**WHEREAS**, Grantor, the other Borrowers, Grantee and Lenders have agreed to terminate the Credit Agreement and the Grantee has, at Grantor's request, agreed to release its security interest in the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates, cancels, reassigns and releases to the Grantor any and all liens and security interests it has against, and any and all right, title and interest it may have in or to, the Trademark Collateral.

Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Release.

*(Signature Page Follows)*

*(Signature Page to Release of Security Interest in Trademarks)*

IN WITNESS WHEREOF, Grantee has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date.

**GRANTEE:**

**MIDCAP FUNDING III, LLC**, a  
Delaware limited liability company, as  
Agent and Grantee

By: 

Brett Robinson  
Managing Director

**SCHEDULE 1 TO RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**Trademark Applications**

| <b>Trademark/Service Mark</b>                             | <b>Serial Number</b> | <b>Filing Date</b> | <b>Goods/Services</b>  |
|---|----------------------|--------------------|--|
| Sagent Pharmaceuticals<br><u>(standard characters)</u>    | 78867342             | Apr. 21, 2006      | Pharmaceuticals<br>(broader);<br>prefilled<br>syringes; safety<br>syringe devices;<br>drug delivery<br>systems |
| Sagent Pharmaceuticals<br>(standard characters)           | 78867342             | Apr. 21, 2006      | Pharmaceuticals<br>(broader);<br>prefilled<br>syringes; safety<br>syringe devices;<br>drug delivery<br>systems |
| Injectables Excellence<br>(standard characters)           | 77256646             | Aug. 30, 2006      | Pharmaceuticals;<br>pre-filled<br>syringes; safety<br>syringe devices,<br>etc.                                 |
| Advance Injectables Excellence<br>(standard characters)   | 77256647             | Aug. 16, 2007      | Pharmaceuticals;<br>pre-filled<br>syringes; safety<br>syringe devices,<br>etc.                                 |
| Create Injectables Excellence<br>(standard characters)    | 77256654             | Aug. 16, 2007      | Pharmaceuticals;<br>pre-filled<br>syringes; safety<br>syringe devices,<br>etc.                                 |
| Discover Injectables Excellence<br>(standard characters)  | 77256656             | Aug. 16, 2007      | Pharmaceuticals;<br>pre-filled<br>syringes; safety<br>syringe devices,<br>etc.                                 |
| Invest In Injectables Excellence<br>(standard characters) | #77256659            | Aug. 16, 2007      | Pharmaceuticals;<br>pre-filled<br>syringes; safety<br>syringe devices,<br>etc.                                 |
| "SSS" (Design/Logo)                                       | #77256745            | Aug. 16, 2007      | Pharmaceuticals;<br>pre-filled<br>syringes; safety<br>syringe devices,<br>etc.                                 |
| Sagent<br>(standard characters)                           | #77256750            | Aug. 16, 2007      | Pharmaceuticals;<br>pre-filled<br>syringes; safety<br>syringe devices,<br>etc.                                 |

|  |           |               |  |
|--|-----------|---------------|--|
| Sagent Pharma<br>(standard characters) | 77256642  | Aug. 16, 2007 | Pharmaceuticals;<br>pre-filled<br>syringes; safety<br>syringe devices,<br>etc.   |
| Revolon<br>(standard characters)       | #77969951 | Mar. 26, 2010 | An anesthetic<br>gas absorber<br>sold as a<br>component of a<br>finished medical<br>device for use in<br>reducing the<br>effects of<br>inhaled volatile<br>anesthetics |

### Trademarks

| Trademark/Service Mark                          | Registration Number | Registration Date | Goods/Services  |
|---|---------------------|-------------------|---|
| Sagent Pharmaceuticals<br>(standard characters) | 3743423             | Jan. 26, 2010     | Pharmaceuticals;<br>Injectable Drugs  |
| Aneclear<br>(standard characters)               | 3952285             | Apr. 26, 2011     | A medical<br>device for<br>reducing the<br>effects of<br>inhaled volatile<br>anesthetics                  |
| Aneclear<br>(Design/Logo)                       | 3959638             | May 10, 2011      | A medical<br>device for<br>reducing the<br>effects of<br>inhaled volatile<br>anesthetics                  |
| Aneclear<br>(Design/Logo)                       | 3952489             | April 26, 2011    | A medical<br>device for<br>reducing the<br>effects of<br>inhaled volatile<br>anesthetics                  |
| "SSS" (Design/Logo)                             | 3729987             | Dec. 22, 2009     | Pharmaceuticals,<br>namely, anti-<br>infectives,<br>antiemetics,<br>oncologytics; pre-<br>filled syringes |