

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

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| <p><b>1. Name of conveying party(ies):</b></p> <p>TCF National Bank</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association<br/> <input type="checkbox"/> Partnership      <input type="checkbox"/> Limited Partnership<br/> <input checked="" type="checkbox"/> Corporation- State: _____<br/> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) <u>USA</u></p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p><b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes<br/> Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Upsher-Smith Laboratories, Inc.</u></p> <p>Street Address: <u>6701 Evenstad Drive</u></p> <p>City: <u>Maple Grove</u></p> <p>State: <u>MN</u></p> <p>Country: <u>USA</u> Zip: <u>55369</u></p> <p><input type="checkbox"/> Individual(s) Citizenship _____<br/> <input type="checkbox"/> Association Citizenship _____<br/> <input type="checkbox"/> Partnership Citizenship _____<br/> <input type="checkbox"/> Limited Partnership Citizenship _____<br/> <input checked="" type="checkbox"/> Corporation Citizenship <u>Minnesota</u><br/> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No<br/> (Designations must be a separate document from assignment)</p> |
| <p><b>3. Nature of conveyance/Execution Date(s) :</b></p> <p>Execution Date(s) <u>February 20, 2014</u></p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger<br/> <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name<br/> <input checked="" type="checkbox"/> Other <u>Termination of Security Interest</u></p>   | <p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s) _____ Text _____<br/> B. Trademark Registration No.(s) <u>3,588,391</u></p> <p>Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>  |

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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|---|--|
| <p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Louisa Pineault</u></p> <p>Internal Address: <u>Upsher-Smith Laboratories, Inc.</u></p> <p>Street Address: <u>6701 Evenstad Drive</u></p> <p>City: <u>Maple Grove</u></p> <p>State: <u>MN</u> Zip: <u>55369</u></p> <p>Phone Number: <u>763-315-2256</u></p> <p>Docket Number: <u>Project Eve</u></p> <p>Email Address: <u>louisa.pineault@upsher-smith.com</u></p> | <p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">1</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> \$ <u>40.00</u></p> <p><input type="checkbox"/> Authorized to be charged to deposit account<br/> <input checked="" type="checkbox"/> Enclosed</p> <p><b>8. Payment Information:</b></p> <p>Deposit Account Number _____<br/> Authorized User Name _____</p> |
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**9. Signature:** Terri L. Smedra      February 25, 2014  
Signature      Date  
Terri L. Smedra  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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## TERMINATION OF LIEN AND SECURITY INTEREST

This Termination of Lien and Security Interest ("Agreement") is entered into and dated effective as of February 25, 2014 by and among TCF National Bank ("Secured Party") and Upsher-Smith Laboratories, Inc. ("Borrower").

### INTRODUCTION

A. Borrower is the owner of the U.S. trademark registration for the U.S. registered trademark that is identified on the attached Exhibit A (the "Trademark").

B. Borrower and Secured Party were parties to a certain Credit Agreement dated as of November 30, 2009, ("Loan Agreement"), pursuant to which Borrower granted to Secured Party a security interest in and to all of the present and future right, title and interest in the Trademark to secure the payment and performance of obligations. That Loan Agreement has been terminated.

C. Secured Party is prepared to terminate its security interest in the Trademark, in accordance with the terms and conditions set forth herein.

### AGREEMENT

For and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Termination of Security Interest. Secured Party does hereby TERMINATE, RELEASE AND RELINQUISH, WITHOUT RECOURSE REPRESENTATION OR WARRANTY OF ANY KIND unto Borrower, its successors and assigns, all security interests, charges and encumbrances granted by Borrower in favor of Secured Party pursuant to the Loan Agreement in the Trademark (the "Released Intellectual Property").

2. Further Cooperation. Secured Party shall, upon reasonable request of Borrower, execute and deliver to Borrower, or register, or arrange to have registered by its agent, all such other and further terminations and releases under the Uniform Commercial Code or the laws of the United States or other countries related to patents, trademarks, or copyrights, registrations or discharges of security interests in respect of intellectual property or other instruments as may be required in order to terminate, release and relinquish all liens with respect to the Released Intellectual Property arising under the Loan Agreement, in each case in form and substance satisfactory to Secured Party.

3. Binding Effect. The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person, other than the parties hereto, and their successors and assigns, any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of such instrument.

4. Counterparts. This Agreement may be executed by the undersigned parties in separate counterparts, each of which when executed and delivered by facsimile or otherwise, shall be an original, but all such counterparts shall together constitute but one and the same Agreement. All signatures need not be on the same counterpart.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have executed this Termination of Lien and Security Interest as of the date first written above.

**BORROWER:**

UPSHER-SMITH LABORATORIES, INC.

By: Stephen W. Reber  
Its: CFO



**SECURED PARTY:**

TCF NATIONAL BANK

By: Donald W. Reber  
Its: FVP

**Exhibit A to Termination of Lien and Security Interest**

| <b>Mark</b> | <b>Reg. No.</b> | <b>Reg. Date</b> | <b>Class No.</b> |
|-------------|-----------------|------------------|------------------|
| PRENEXA     | 3,588,391       | 3/10/2009        | 005              |