TRADEMARK ASSIGNMENT COVER SHEET

# 900298106

Electronic Version v1.1

ETAS ID: TM313774

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Madison Capital Funding, LLC		08/12/2014	LIMITED LIABILITY COMPANY: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Clover Pharmaceuticals Corp.	
Street Address:	1775 West Oak Parkway	
Internal Address:	Suite 800	
City:	Marietta	
State/Country:	GEORGIA	
Postal Code:	30062	
Entity Type:	CORPORATION: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	0729648	AMICAR

#### **CORRESPONDENCE DATA**

Fax Number: 2128087897

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: 212-808-7800

trademarks@kelleydrye.com Email:

**Correspondent Name:** Raxak Mahat

Address Line 1: Kelley Drye & Warren LLP

Address Line 2: 101 Park Avenue

Address Line 4: New York, NEW YORK 10178

ATTORNEY DOCKET NUMBER:	019736-0004
NAME OF SUBMITTER:	Raxak Mahat
SIGNATURE:	/Raxak Mahat/
DATE SIGNED:	08/12/2014

# **Total Attachments: 4**

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### RELEASE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of August 12, 2014 ("Effective Date") by and between Madison Capital Funding LLC, a Delaware limited liability company, located at 30 South Wacker Drive, Suite 3700, Chicago, Illinois 60606, as Agent (in such capacity, "Agent"), to Clover Pharmaceuticals Corp., a Delaware corporation, each located at 1775 West Oak Parkway, Suite 800, Marietta, Georgia 30062 ("Grantor").

WHEREAS, Grantor and Agent entered into that certain Amended and Restated Credit Agreement dated as of December 17, 2012 (together with all amendments and modifications, if any, from time to time thereafter made) (the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, Grantor and Agent entered into that certain Reaffirmation Agreement dated as of December 17, 2012 (together with all amendments and modifications, if any, from time to time thereafter made) pursuant to which the Grantor reaffirmed, ratified and confirmed its obligations under, among other things, that certain Guarantee and Collateral Agreement dated June 3, 2011 (together with all amendments and modifications, if any, from time to time thereafter made) (the "Guarantee and Collateral Agreement");

WHEREAS, Grantor and Agent entered into the Trademark Security Agreement pursuant to the terms and conditions of that certain Guarantee and Collateral Agreement by and between Grantor and Agent dated April 11, 2012 (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor pledged and granted to Agent, for the benefit of the Agent, a continuing security interest in and to all of Grantor's right, title and interest in and to all of the Trademark Collateral (as such term is defined in the Security Agreement) including, without limitation, the trademarks set forth on the <u>Schedule</u> attached hereto, together with the goodwill associated therewith, all proceeds thereof, and all causes of action relating thereof (collectively, the "<u>Trademarks</u>"); and

**WHEREAS**, the Security Agreement was recorded with the United States Patent and Trademark Office on April 19, 2012, at Reel 4760, Frame 0959.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Agent's security interest in and to all of Grantor's right, title and interest in and to all of the Trademark Collateral granted pursuant to the Security Agreement is hereby terminated and released. To the extent Agent retains any such interest, Agent hereby assigns, transfers and conveys to Grantor, all of Agent's right, title and interest now owned that it may have whether by assignment or otherwise, in and to any security interest and collateral assignment in the

Trademark Collateral. Such assignment, transfer and conveyance by Agent is made without any representation or warranty (express or implied) by Agent.

\* \* \* \*

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

MADISON CAPITAL FUNDING LLC, As Agent

Name: Faraaz Kamran

Title: Managing Director

[CLOVER TM SECURITY RELEASE]

# **SCHEDULE**

Grantor	Mark	Trademark Registration Number	Jurisdiction	Date of Registration
Clover Pharmaceuticals Corp.	Amicar	729648	USA	April 10, 1962
	Amicar	13408	Puerto Rico	June 1, 1985

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**RECORDED: 08/12/2014**