

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc., as Collateral Agent		10/27/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Albany Molecular Research, Inc.		
Street Address:	26 Corporate Circle		
City:	Albany		
State/Country:	NEW YORK		
Postal Code:	12203		
Entity Type:	Corporation: DELAWARE		
Name:	AMRI Burlington, Inc.		
Street Address:	99 South Bedford Street, Suite 2		
City:	Burlington		
State/Country:	MASSACHUSETTS		
Postal Code:	01803		
Entity Type:	Corporation: MASSACHUSETTS		
Name:	Cedarburg Pharmaceuticals, Inc.		
Street Address:	870 Badger Circle		
City:	Grafton		
State/Country:	WISCONSIN		
Postal Code:	53024		
Entity Type:	Corporation: DELAWARE		
Name:	Euticals Inc.		
Street Address:	2460 West Bennett Street		
City:	Springfield		
State/Country:	MISSOURI		
Postal Code:	65807		
Entity Type:	Corporation: DELAWARE		
Name:	Oso Biopharmaceuticals Manufacturing, LLC		
Street Address:	4401 Alexander Boulevard, NE		
City:	Albuquerque		

TRADEMARK

State/Country:	NEW MEXICO
Postal Code:	87107
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	5192656	AMRI
Registration Number:	5196964	AMRI
Registration Number:	3477433	
Registration Number:	4427558	AMRI GLOBAL SMARTSOURCING
Registration Number:	4427557	AMRI GLOBAL SMARTSOURCING
Registration Number:	4911976	AMRI ALBANY MOLECULAR RESEARCH INC.
Registration Number:	4911977	AMRI ALBANY MOLECULAR RESEARCH INC.
Registration Number:	3360935	AMRI
Registration Number:	4427550	AMRI GLOBAL SMARTSOURCING
Registration Number:	4427548	AMRI GLOBAL SMARTSOURCING
Registration Number:	4427554	AMRI SMARTSOURCING
Registration Number:	4427553	AMRI SMARTSOURCING
Registration Number:	4427555	SMARTSOURCING
Registration Number:	4427556	SMARTSOURCING
Registration Number:	4794054	SSCI
Registration Number:	4928687	TRIADS
Registration Number:	3278678	WHERE CHEMISTRY MATTERS
Registration Number:	2306495	
Registration Number:	3901048	OSOIBIO AN INJECTABLES CMO

CORRESPONDENCE DATA

Fax Number: 2028357586
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: 202-835-7500
Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	28804.15300
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	10/29/2020

Total Attachments: 6

source=10. AMRI - Termination of IP Security Agreement -Trademarks (2L Payoff) (Executed)#page1.tif

source=10. AMRI - Termination of IP Security Agreement -Trademarks (2L Payoff) (Executed)#page2.tif

source=10. AMRI - Termination of IP Security Agreement -Trademarks (2L Payoff) (Executed)#page3.tif

source=10. AMRI - Termination of IP Security Agreement -Trademarks (2L Payoff) (Executed)#page4.tif

source=10. AMRI - Termination of IP Security Agreement -Trademarks (2L Payoff) (Executed)#page5.tif

source=10. AMRI - Termination of IP Security Agreement -Trademarks (2L Payoff) (Executed)#page6.tif

TERMINATION OF SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS)

This Second Lien Termination of Intellectual Property Security Agreement (this "Termination"), dated as of October 27, 2020, is executed by Morgan Stanley Senior Funding, Inc. (the "Collateral Agent") in favor of Albany Molecular Research, Inc., AMRI Burlington, Inc., Cedarburg Pharmaceuticals, Inc., Euticals Inc. and Oso Biopharmaceuticals Manufacturing, LLC, (collectively, the "Grantors") under the Security Agreements (defined below).

RECITALS

WHEREAS, the Grantors, other parties thereto and the Collateral Agent, as collateral agent for the benefit of the Secured Parties, entered into (i) a certain Second Lien Security Agreement, dated as of August 31, 2017 in favor of Collateral Agent (as amended, restated, and/or otherwise modified from time to time, the "Security Agreement"), and (ii) a certain Second Lien Intellectual Property Security Agreement dated as of August 31, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement," collectively, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in the Collateral, including Patents, Trademarks and Copyrights;

WHEREAS, the IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 1, 2017 at reel 6145 and frame 0294; and

WHEREAS, Collateral Agent desires to release any security interest and any other lien it or the Secured Parties may have in the Collateral, and assign all right, title and interest it or the Secured Parties may have in and to the Collateral back to Grantors.

WHEREAS, the IP Security Agreement has been terminated.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Security Agreements, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent on behalf of itself and the Secured Parties agrees as follows:

1. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the IP Security Agreement or Security Agreement, as applicable.
2. The Collateral Agent is executing and delivering this Termination as further evidence of the termination of the Security Agreements and the release of any security interests created thereunder.
3. The Collateral Agent, on behalf of itself and the other Secured Parties, hereby claims no further right, title, or interest whatsoever in or to any and all of the Collateral, and accordingly, the Collateral Agent hereby expressly on behalf of itself and the other Secured Parties, hereby absolutely, unconditionally fully and irrevocably releases, terminates and discharges any security interests, pledges or liens that Collateral Agent or any other Secured Party may have in and to any and all of the Collateral (including but not limited to the Trademarks listed on Exhibit A hereto) and assigns, transfers and conveys to Grantors any and all of its rights, title and interests in the Collateral.

4. The Collateral Agent agrees that, at the Grantors' sole expense, it shall execute all other documents and do all other acts as reasonably requested by Grantors to relinquish and effect the release of its security interest in the Collateral and authorizes and requests that the United States Patent and Trademark Office (or any equivalent or successor office) note and record the release hereby given and any other filings necessary to evidence the release and termination of the Collateral Agent's and each Secured Party's rights and interests under the Security Agreements.

5. This Termination and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, this Termination is executed as of the first date written above.

MORGAN STANLEY SENIOR FUNDING, INC.

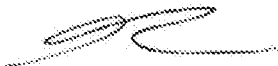


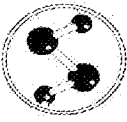
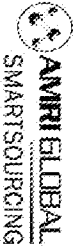
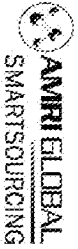



By: 
Name: Graham Robertson
Title: Authorized Signatory

Exhibit A

TRADEMARK	COUNTRY	APP. DATE	APP. NO.	REG. NO.	REG. DATE.	OWNER
	US	3/23/2016	86950416	5192656	4/25/2017	ALBANY MOLECULAR RESEARCH, INC.
	US	3/23/2016	86950456	5196964	5/2/2017	ALBANY MOLECULAR RESEARCH, INC.
	US	3/1/2007	77/119,587	3,477,433	7/29/2008	ALBANY MOLECULAR RESEARCH, INC.
	US	8/2/2013	85/694,073	4,427,558	11/5/2013	ALBANY MOLECULAR RESEARCH, INC.
	US	8/2/2013	85/694,043	4,427,557	11/5/2013	ALBANY MOLECULAR RESEARCH, INC.
	US	10/02/2014	86/413,276	4911976	3/8/2016	ALBANY MOLECULAR RESEARCH, INC.



		US	10/02/2014	86/413,314	4911977	3/8/2016	ALBANY MOLECULAR RESEARCH, INC.
							
AMRI		US	7/13/2006	78/928,960	3,360,935	12/25/2007	ALBANY MOLECULAR RESEARCH, INC.
AMRI GLOBAL SMARTSOURCING		US	8/2/2012	85/693,766	4,427,550	11/5/2013	ALBANY MOLECULAR RESEARCH, INC.
AMRI GLOBAL SMARTSOURCING		US	8/2/2012	85/693,714	4,427,548	11/5/2013	ALBANY MOLECULAR RESEARCH, INC.
AMRI SMARTSOURCING		US	8/2/2012	85/693,884	4,427,554	11/5/2013	ALBANY MOLECULAR RESEARCH, INC.
AMRI SMARTSOURCING		US	8/2/2012	85/693,856	4,427,553	11/5/2013	ALBANY MOLECULAR RESEARCH, INC.
SMARTSOURCING		US	8/2/2012	85/693,918	4,427,555	11/5/2013	ALBANY MOLECULAR RESEARCH, INC.

SMARTSOURCING	US	8/2/2012	85/693,980	4,427,556	11/5/2013	ALBANY MOLECULAR RESEARCH, INC.
SSCI & Design  SSCI	US	12/22/2014	86/487,754	4,794,054	8/18/2015	AMRI SSCI, LLC
TRIADS	US	12/22/2014	86/487,769	4928687	3/29/2016	AMRI SSCI, LLC
WHERE CHEMISTRY MATTERS	US	10/16/2006	77/021,901	3,278,678	8/14/2007	AMRI SSCI, LLC
design	US	12/9/1997	75402494	2306495	1/4/2000	CEDARBURG PHARMACEUTICALS INC.
OSOIBIO AN INJECTABLES CMO	US	8/4/2008	77537890	3901048	1/4/2011	Oso Biopharmaceuticals, LLC
CEDARBURG LABORATORIES	US Wisconsin				7/5/2000	Cedarburg Pharmaceuticals, LLC

TRADEMARK

REEL: 007090 FRAME: 0467

RECORDED: 10/29/2020