

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409126

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		12/15/2016	national association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Upsher-Smith Laboratories, Inc.		
Street Address:	6701 Evenstad Drive		
City:	Maple Grove		
State/Country:	MINNESOTA		
Postal Code:	55369		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2166535	AMLACTIN	
Registration Number:	4401204	CERAPEUTIC	
Registration Number:	3069319	ULTRAPLEX	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>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.</i>			
Phone:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 N. Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049067-0093		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/zg/		
DATE SIGNED:	12/15/2016		
Total Attachments: 3			
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PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST

This Partial Release of Trademark Security Interest (this "Partial Release") is made effective as of December 15, 2016 by JPMorgan Chase Bank, N.A., (the "Administrative Agent"), as Administrative Agent for the Secured Parties, to Upsher-Smith Laboratories, Inc. (the "Debtor"), as follows:

WHEREAS, on June 12, 2012, Debtor, certain Subsidiaries of the Debtor and the Administrative Agent entered into a Pledge and Security Agreement (the "Original Security Agreement"), and the Debtor and the Administrative Agent entered into a Confirmatory Grant of Security Interest in United States Trademarks ("Original Confirmatory Grant");

WHEREAS, on September 1, 2015, Debtor, certain Subsidiaries of the Debtor and the Administrative Agent entered into an Amended and Restated Pledge and Security Agreement (the "Amended Security Agreement"), wherein Debtor and certain Subsidiaries of the Debtor reaffirmed the security interest granted pursuant to the Original Security Agreement;

WHERE, on September 1, 2015, the Debtor and the Administrative Agent entered into a Supplemental Confirmatory Grant of Security Interest in United States Trademarks ("Supplemental Confirmatory Grant");

WHEREAS, pursuant to the Amended Security Agreement, Debtor granted to the Administrative Agent, on behalf of the Secured Parties, among other collateral, a continuing security interest in all of the Debtor's right, title and interest, including goodwill, in, to and under its trademarks, including but not limited to those listed on the attached Schedule A (the "Trademarks");

WHEREAS, the Original Confirmatory Grant was recorded in the United States Patent & Trademark Office (the "USPTO") on June 13, 2012, at reel/frame 4800/0781, and the Supplemental Confirmatory Grant was recorded in the USPTO on September 14, 2015, at reel/frame 005622/0825; and

WHEREAS, the Administrative Agent wishes to release its security interest in the Trademarks listed on Schedule A only and retransfer and reassign to the Debtor without recourse all of the Administrative Agent's right, title and interest in and to the Trademarks listed on Schedule A.

NOW, THEREFORE, the Administrative Agent hereby releases, terminates and discharges any security interest it may have under the Amended Security Agreement in the Trademarks listed on Schedule A only, and reassigns any and all right, title and interest it may have in and to the Trademarks listed on Schedule A without recourse to the Debtor, and such security interest shall hereby terminate, cease and become void; and the Administrative Agent hereby consents to the recording of this Partial Release with the USPTO.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Partial Release to be executed by its duly authorized officer.

JPMORGAN CHASE BANK, N.A., as the
Administrative Agent for the Secured Parties

By:  _____

Name: Jay A. Isaman

Title: Executive Director

SCHEDULE A

Trademarks

Trademark	Country	Application No.	Registration No.	Class
AMLACTIN	United States	75/201,205	2,166,535	5
CERAPEUTIC	United States	85/634,250	4,401,204	3
ULTRAPLEX	United States	78/434,642	3,069,319	3