

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487547

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ENHANCED CAPITAL CONNECTICUT FUND V, LLC		08/24/2018	Limited Liability Company: CONNECTICUT

RECEIVING PARTY DATA

Name:	SHEFFIELD PHARMACEUTICALS, LLC
Street Address:	170 Broad Street
City:	New London
State/Country:	CONNECTICUT
Postal Code:	06320
Entity Type:	Limited Liability Company: CONNECTICUT

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	4705201	ZIP
Registration Number:	4640495	ACRYLINE
Registration Number:	4658793	SAYMAN
Registration Number:	4617657	LADY ESTHER
Registration Number:	4617658	SAXON
Registration Number:	4640496	ROSE MILK
Registration Number:	4746245	ORASTAT
Registration Number:	4617659	CANKAID
Registration Number:	4665055	PAINALAY
Registration Number:	3149450	TANNER'S TASTY PASTE
Registration Number:	3005085	BANILLA BLING
Registration Number:	3174995	CHA CHA CHOCOLATE
Registration Number:	4593092	BABY BLING
Registration Number:	4582629	DR. SHEFFIELD'S
Serial Number:	86715599	BIOROOT
Registration Number:	4950250	LEE PRESS ON NAILS
Registration Number:	5048004	SHEFFIELD PHARMACEUTICALS
Registration Number:	4628798	SHEAF-FIELD
Registration Number:	2560120	BAN-ITCH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2094059	SHEFFIELD
Registration Number:	2502501	CLEAR ZIT
Registration Number:	2775924	THERMA-RUB CREME
Registration Number:	2000215	SENSIV

CORRESPONDENCE DATA

Fax Number: 4102342314

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: 4106596402

Email: trademark@wtplaw.com

Correspondent Name: Whiteford, Taylory & Preston, LLP

Address Line 1: Seven Saint Paul Street

Address Line 4: Baltimore, MARYLAND 21202-1636

NAME OF SUBMITTER:	Peter J. Davis
SIGNATURE:	/Peter J. Davis/
DATE SIGNED:	08/27/2018

Total Attachments: 6

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this “**Release**”) is made and effective as of August 24, 2018 and granted by **ENHANCED CAPITAL CONNECTICUT FUND V, LLC**, a Connecticut limited liability company (the “**Lender**”), in favor of **SHEFFIELD PHARMACEUTICALS, LLC**, a Connecticut limited liability company (the “**Grantor**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of June 1, 2016 (the “**Loan Agreement**”) by and between the Lender and the Grantor, the Grantor executed and delivered to the Lender that certain Trademark Security Agreement by and between the Grantor and the Lender dated as of June 1, 2016 (the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Lender a security interest in and to all of the right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005806, Frame 0532 on June 3, 2016; and

WHEREAS, the Grantor has requested that the Lender enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Lender may have in the Trademark Collateral pursuant to the Security Agreement.

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

1. Release of Security Interest. Lender, its successors, legal representatives and assigns, hereby terminates the Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for

past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.


2. Further Assurances. Lender agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Connecticut, without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Lender has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Enhanced Capital Connecticut Fund V, LLC

By: 

Name: Elizabeth H. Karter

Title: Managing Director

Address for Notices:

300 Main Street, 6th Floor

Stamford, Connecticut 06901

10001626

SCHEDULE A

(to be attached)

SCHEDULE A

Mark	Owner	Serial No. Registration No.	Filing Date Registration Date
ZIP	Sheffield Pharmaceuticals, LLC	86219602 4705201	03/12/2014 03/17/2015
ACRYLINE	Sheffield Pharmaceuticals, LLC	86239390 4640495	04/01/2014 11/18/2014
SAYMAN	Sheffield Pharmaceuticals, LLC	86239393 4658793	04/01/2014 12/23/2014
LADY ESTHER	Sheffield Pharmaceuticals, LLC	86239396 4617657	04/01/2014 10/07/2014
SAXON	Sheffield Pharmaceuticals, LLC	86239400 4617658	04/01/2014 10/07/2014
ROSE MILK	Sheffield Pharmaceuticals, LLC	86239401 4640496	04/01/2014 11/18/2014
ORASTAT	Sheffield Pharmaceuticals, LLC	86240388 4746245	04/02/2014 06/02/2015
CANKAID	Sheffield Pharmaceuticals, LLC	86239406 4617659	04/02/2014 10/07/2014
PAINALAY	Sheffield Pharmaceuticals, LLC	86311361 4665055	06/16/2014 12/30/2014
TANNER'S TASTY PASTE	Sheffield Pharmaceuticals, LLC	78338223 3149450	12/09/2003 09/26/2006
BANILLA BLING	Sheffield Pharmaceuticals, LLC	78385334 3005085	03/16/2004 10/04/2005
CHA CHA CHOCOLATE	Sheffield Pharmaceuticals, LLC	78472848 3174995	08/24/2004 11/21/2006
BABY BLING	Sheffield Pharmaceuticals, LLC	78590656 4593092	03/18/2005 08/26/2014
DR. SHEFFIELD'S	Sheffield Pharmaceuticals, LLC	85875213 4582629	03/13/2013 08/12/2014
BIOROOT	Sheffield Pharmaceuticals, LLC	86715599	08/05/2015
LEE PRESS ON NAILS	Sheffield Pharmaceuticals, LLC	86717095 4950250	08/06/2015 05/03/2016
SHEFFIELD PHARMACEUTICALS	Sheffield Pharmaceuticals, LLC	86724022 5048004	08/13/2015 09/27/2016
SHEAF-FIELD	Sheffield Pharmaceuticals, LLC	86254032 4628798	04/16/2014 10/28/2014
BAN-ITCH	Sheffield Pharmaceuticals, LLC	76052373 2560120	05/22/2000 04/09/2002
SHEFFIELD	Sheffield Pharmaceuticals, LLC	74679504 2094059	05/24/1995 09/09/1997
CLEAR ZIT	Sheffield Pharmaceuticals, LLC	75629861 2502501	01/29/1999 10/30/2001

THERMA-RUB CRÈME	Sheffield Pharmaceuticals, LLC	75527967 2775924	07/29/1998 10/21/2003
SENSIV	Sheffield Pharmaceuticals, LLC	74499499 2000215	03/14/1994 09/10/1996
DR. SHEFFIELD'S (Class 003) – China	Sheffield Pharmaceuticals, LLC	15813465 15813465	11/28/2014 10/14/2016
BIOROOT – Canada	Sheffield Pharmaceuticals, LLC	1763100	1/13/2016
BIOROOT – Mexico	Sheffield Pharmaceuticals, LLC	1703889 1642878	1/19/2016 3/06/2016