

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM575414

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fifth Third Bank, National Association d/b/a Fifth Third Bank		05/07/2020	National Banking Association: OHIO
RECEIVING PARTY DATA			
Name:	EXACT CARE PHARMACY, LLC		
Also Known As:	f/k/a EXACT CARE OPERATING, LLC		
Street Address:	9445 ROCKSIDE ROAD		
City:	VALLEY VIEW		
State/Country:	OHIO		
Postal Code:	44125		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4234080	EXACTPACK	
Registration Number:	4253221	EXACTCARE PHARMACY	
CORRESPONDENCE DATA			
Fax Number:	2165925009		
<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:	216-592-5000		
Email:	trademarks@tuckerellis.com		
Correspondent Name:	CARLOS P. GARRITANO/TUCKER ELLIS LLP		
Address Line 1:	950 MAIN AVENUE		
Address Line 2:	SUITE 1100		
Address Line 4:	CLEVELAND, OHIO 44113		
NAME OF SUBMITTER:	CARLOS P. GARRITANO		
SIGNATURE:	/CARLOS P. GARRITANO/		
DATE SIGNED:	05/08/2020		
Total Attachments: 5			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is made and effective as of May 7, 2020 and granted by FIFTH THIRD BANK, NATIONAL ASSOCIATION d/b/a FIFTH THIRD BANK (the “**Bank**”) in favor of EXACT CARE PHARMACY, LLC (f/k/a Exact Care Operating, LLC), an Ohio limited liability company (“**Pledgor**”). Capitalized terms used herein without definition have the meanings ascribed to such terms, directly or by reference, in the IP Security Agreement.

WHEREAS, pursuant to that certain Credit and Security Agreement dated as of January 31, 2014 (the “**Loan Agreement**”) among the Pledgor, Farmapack, LLC and the Bank, Pledgor executed and delivered to the Bank that certain Intellectual Property Security Agreement dated January 31, 2014 (the “**IP Security Agreement**”);

WHEREAS, pursuant to the IP Security Agreement, in consideration of and as security for the full and complete payment of all of the Secured Debt, Pledgor granted to the Bank a Lien on, security interest in and an assignment of all of the IP Collateral (as defined below);

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office on January 30, 2015 at Reel 034850, Frame 0498 (with respect to the Patent) and at Reel 005449, Frame 0795 (with respect to the Trademarks); and

WHEREAS, the Pledgor has requested that the Bank execute this Release in order to effectuate, evidence and record the release and reassignment to the Pledgor of any and all right, title and interest the Bank may have in the IP Collateral pursuant to the IP Security Agreement.

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

1. Release of Security Interest. The Bank hereby terminates the IP Security Agreement and hereby terminates, releases and discharges the Lien on and security interest granted to it pursuant to the IP Security Agreement in, to and under, and hereby reassigns to the Pledgor any right, title or interest assigned to it pursuant to the IP Security Agreement in, to and under the following (collectively, the “**IP Collateral**”), in each case without representation or warranty of any kind, and without recourse to the Bank:

(a) all of Pledgor’s patent registrations, patent applications, patent licenses, technology licenses, trade secrets, knowhow, trademark registrations, trademark applications, trademark licenses, tradenames, service mark registrations, service mark applications, service mark licenses, domain names, copyright registrations and copyright licenses including, but not limited to, the patent identified on Schedule 1 (the “**Patent**”) and the registered trademarks or service marks identified on Schedule 2 (the “**Trademarks**”);

(b) common law trademark and service mark rights, copyrights, improvements and inventions, trade secrets and knowhow;

(c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing;

(d) all goodwill associated with any of the foregoing;

- (e) royalties derived from any of the foregoing; and
- (f) proceeds of any of the foregoing

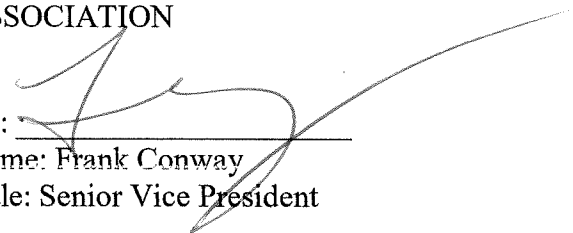
2. Further Assurances. The Bank agrees to take all further actions, and provide the Pledgor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, to execute and deliver to Pledgor all other deeds, assignments, and other instruments or additional documents as may be necessary or proper to release Bank's Lien in and security interest in the IP Collateral, to effectuate the reassignment of the IP Collateral to the Pledgor, to preserve Pledgor' s full title to the IP Collateral, and to confirm, effectuate or record this Release. Pledgor, and any other person or entity hereafter having any right, title or interest in the IP Collateral, is hereby authorized to record this Release with the United States Patent and Trademark Office.

3. Governing Law. The provisions of this Release, and the respective rights and duties of Pledgor and Bank hereunder, shall be governed by the laws of the State of Ohio, without regard to principles of conflicts of law.

[SIGNATURE PAGE FOLLOWS]

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

FIFTH THIRD BANK, NATIONAL
ASSOCIATION

By: 
Name: Frank Conway
Title: Senior Vice President

SCHEDULE 1

PATENTS

TITLE	COUNTRY	OWNER/ APPLICANT	MATTER TYPE	STATUS	APP. No.	DATE FILED	PAT. No.	GRANT DATE
MULTI-DOSE MEDICATION DISPENSER	USA	Exact Care Pharmacy, LLC	Design Patent	Issued	29/420,135	5/4/2012	D715638	10/21/2014

SCHEDULE 2
TRADEMARKS

TITLE	COUNTRY	OWNER/ APPLICANT	MATTER TYPE	STATUS	APP. No.	DATE FILED	REG. NUMBE R	REG. DATE
EXACTPACK	USA	Exact Care Pharmacy, LLC	Trademark	Registered	85/582,415	3/28/2012	4,234,080	10/30/2012
EXACTCARE PHARMACY	USA	Exact Care Pharmacy, LLC	Trademark	Registered	85/583,140	3/29/2012	4,253,221	12/4/2012