

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT FINANCE LLC, as Administrative Agent		07/29/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	VERUS HEALTHCARE, INC.		
Street Address:	220 West Germantown Pike		
Internal Address:	Suite 250		
City:	Plymouth Meeting		
State/Country:	PENNSYLVANIA		
Postal Code:	19462		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5482282	VERUSTAT	
Registration Number:	5482281	VERUSWORX	
Registration Number:	4746075	VERUS HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700, ATTN: IP DEPARTMENT		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	029925.000479		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	07/29/2020		

OP \$90.00 5482282

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

July 29, 2020

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of July 29, 2020 (the “**Release**”), is made by **CIT FINANCE LLC**, a Delaware limited liability company, in its capacity as Administrative Agent (“**Agent**”) for the Lenders party to the Credit Agreement (defined below), in favor of **VERUS HEALTHCARE, INC.**, a Delaware corporation (“**Grantor**”).

WHEREAS, pursuant to the Third Amended and Restated Credit and Guaranty Agreement, dated as of March 20, 2019 (as amended by that certain Amendment No. 1 to Third Amended and Restated Credit and Guaranty Agreement dated as of August 22, 2019, that certain Amendment No. 2 to Third Amended and Restated Credit and Guaranty Agreement dated as of November 8, 2019, that certain Amendment No. 3 to Third Amended and Restated Credit and Guaranty Agreement dated as of May 8, 2020, that certain Incremental Term Loan Amendment to the Third Amended and Restated Credit and Guaranty Agreement dated as of July 1, 2020, and as may be further amended, restated, amended and restated, joined, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), by Grantor, Agent, and others party thereto, the Fourth Amended and Restated Security and Pledge Agreement, dated as of May 17, 2018 as may be further amended, restated, amended and restated, joined, supplemented, or otherwise modified from time to time, the “**Security and Pledge Agreement**”), by Grantor, Agent, and others party thereto, and the Notice of Grant of Security Interest in Trademark Rights, dated as of May 17, 2018 (“**Trademark Notice**”), by Grantor in favor of Agent, Grantor granted to Agent, for its benefit and the benefit of the Lenders, a continuing security interest in Grantor’s entire right, title and interest in and to the Trademark Collateral, including the Trademarks set forth in Schedule A attached hereto;

WHEREAS, the Trademark Notice, identifying the Trademarks set forth in Schedule A attached hereto, was recorded in the United States Patent and Trademark Office (the “**USPTO**”) at Reel/Frame Nos. 6339/0973 on May 31, 2018; and

WHEREAS, Grantor has fulfilled its obligations under the Credit Agreement and has requested that Agent terminate the Trademark Notice and release the security interest and lien in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on its own behalf and on behalf of the Lenders, hereby terminates the Trademark Notice and releases, relinquishes, and terminates any and all liens, security interests, or other interests in or rights it may have acquired through the Security and Pledge Agreement or Trademark Notice in the Trademark Collateral. Agent authorizes this Release to be recorded at the USPTO.

Unless otherwise defined herein, or the context otherwise requires, terms used in this Release, including its preamble and recitals, shall have the meanings ascribed to them in the Credit Agreement, Security and Pledge Agreement, or Trademark Notice, as applicable.

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by a duly authorized officer as of the date first set forth above.

CIT FINANCE LLC, as Administrative Agent

By: _____

Name: Andres Alev

Title: Director

[Signature Page to Release of Security Interest in Trademarks]

TRADEMARK
REEL: 007011 FRAME: 0039

Schedule A

Registered Trademarks

Trademark/Service Mark	Registration Number	Registration Date	Goods/Services
VERUSTAT	5482282	05-29-2018	Remote monitoring of data indicative of the health or condition of an individual or group of individuals for medical diagnosis and treatment purposes
VERUSWORX	5482281	05-29-2018	Nutritional Supplements
VERUS HEALTHCARE	4746075	06-02-2015	Online retail store services featuring durable medical equipment, namely, CPAP supplies, catheters, and nebulizers

Trademark Applications

None