

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598961

|                              |  |
|------------------------------|--|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT   |
| <b>NATURE OF CONVEYANCE:</b> | Release of Security Interest Recorded at Reel/Frames 5684/0796, 5991/0711, 7024/0733 |

## CONVEYING PARTY DATA

| Name                                  | Formerly | Execution Date | Entity Type            |
|---------------------------------------|----------|----------------|------------------------|
| Bank of Montreal, as Collateral Agent |          | 09/22/2020     | Chartered Bank: CANADA |

## RECEIVING PARTY DATA

|                          |                                     |
|--------------------------|-------------------------------------|
| <b>Name:</b>             | Adare Pharmaceuticals, Inc.         |
| <b>Street Address:</b>   | 1200 Lenox Drive, Suite 100         |
| <b>Internal Address:</b> | Princeton Pike Corporate Center     |
| <b>City:</b>             | Lawrenceville                       |
| <b>State/Country:</b>    | NEW JERSEY                          |
| <b>Postal Code:</b>      | 08648                               |
| <b>Entity Type:</b>      | Corporation: NEVADA                 |
| <b>Name:</b>             | Activ Nutritional, LLC              |
| <b>Street Address:</b>   | 1200 Lenox Drive, Suite 100         |
| <b>Internal Address:</b> | Princeton Pike Corporate Center     |
| <b>City:</b>             | Lawrenceville                       |
| <b>State/Country:</b>    | NEW JERSEY                          |
| <b>Postal Code:</b>      | 08648                               |
| <b>Entity Type:</b>      | Limited Liability Company: DELAWARE |
| <b>Name:</b>             | Adare Pharmaceuticals USA, Inc.     |
| <b>Street Address:</b>   | 1200 Lenox Drive, Suite 100         |
| <b>Internal Address:</b> | Princeton Pike Corporate Center     |
| <b>City:</b>             | Lawrenceville                       |
| <b>State/Country:</b>    | NEW JERSEY                          |
| <b>Postal Code:</b>      | 08648                               |
| <b>Entity Type:</b>      | Corporation: DELAWARE               |

## PROPERTY NUMBERS Total: 13

| Property Type               | Number  | Word Mark |
|-----------------------------|---------|-----------|
| <b>Registration Number:</b> | 3175614 | ADVATAB   |
| <b>Registration Number:</b> | 3659316 | ADVATAB   |
| <b>Registration Number:</b> | 5132075 | #BEACTIV  |

TRADEMARK

| Property Type        | Number  | Word Mark                           |
|----------------------|---------|-------------------------------------|
| Registration Number: | 5118075 | CHEWS TO BE STRONG                  |
| Registration Number: | 5118073 | CHEWS TO MAKE A DIFFERENCE          |
| Registration Number: | 5073522 | VIActiv LIFESTYLE                   |
| Registration Number: | 2465643 | VIActiv V                           |
| Registration Number: | 2248302 | VIActiv                             |
| Registration Number: | 2531197 | ACTIVE NUTRITION FOR WOMEN BY WOMEN |
| Registration Number: | 4869227 | ORBIS BIOSCIENCES                   |
| Registration Number: | 5192132 | PRECISION PARTICLE FABRICATION      |
| Registration Number: | 4802411 | OPTIM $\mu$ M                       |
| Registration Number: | 4989255 | UNISUN                              |

**CORRESPONDENCE DATA**

Fax Number: 3128622200

*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: 3128628738

Email: michelle.nowicki@kirkland.com

Correspondent Name: Michelle Nowicki

Address Line 1: 300 N. LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

**ATTORNEY DOCKET NUMBER:** 36772-221

**NAME OF SUBMITTER:** Michelle Nowicki

**SIGNATURE:** /Michelle Nowicki/

**DATE SIGNED:** 09/22/2020

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

TERMINATION AND RELEASE (this "Termination and Release") dated as of September 22, 2020, from BANK OF MONTREAL, as collateral agent (the "Collateral Agent") to ADARE PHARMACEUTICALS, INC., ACTIV NUTRITIONAL, LLC and ADARE PHARMACEUTICALS USA, INC. (each a "Grantor" and collectively, the "Grantors").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of December 2, 2015 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Security Agreement"), the Grantors granted a security interest (the "Security Interest") to the Collateral Agent in certain collateral;

WHEREAS, pursuant to (i) that certain U.S. Trademark Security Agreement, dated as of December 2, 2015 ( the "Trademark Security Agreement 1"), by Adare Pharmaceuticals, Inc., in favor of the Collateral Agent, (ii) that certain U.S. Trademark Security Agreement, dated as of February 8, 2017 (the "Trademark Security Agreement 2"), by Activ Nutritional, LLC, in favor of the Collateral Agent, and (iii) that certain U.S. Trademark Security Agreement, dated as of August 11, 2020 ( the "Trademark Security Agreement 3" and, together with the Trademark Security Agreement 1 and the Trademark Security Agreement 2, the "Trademark Security Agreements", and each, a "Trademark Security Agreement"), by Adare Pharmaceuticals USA, Inc., in favor of the Collateral Agent, each Grantor, as applicable, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Collateral Agent specifically in the Pledged Trademarks (as defined in each Trademark Security Agreement), including the Pledged Trademarks set forth on Exhibit A attached hereto (the "Trademarks");

WHEREAS, Trademark Security Agreement 1 was recorded in the Trademark Division of the United States Patent and Trademark Office on December 8, 2015 at Reel 5684 and Frame 0796;

WHEREAS, Trademark Security Agreement 2 was recorded in the Trademark Division of the United States Patent and Trademark Office on February 17, 2017 at Reel 5991 and Frame 0711;

WHEREAS, Trademark Security Agreement 3 was recorded in the Trademark Division of the United States Patent and Trademark Office on August 12, 2020 at Reel 7024 and Frame 0733; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreements, as applicable.

2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its security interest in the Trademarks, and any right, title or interest of the Collateral Agent in, to, or under such Trademarks granted pursuant to the Trademark Security Agreements shall hereby cease and become void.

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

4. Authorization. The Collateral Agent hereby authorizes the Grantors or an authorized representative of the Grantors to record this Termination and Release with the United States Patent and Trademark Office.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF MONTREAL

By: *Eric Oppenheimer*  
Name: Eric Oppenheimer  
Title: Managing Director

## EXHIBIT A

### Trademarks

| Trademark Name                      | Owner                           | Registration No. | Registration Date |
|-------------------------------------|---------------------------------|------------------|-------------------|
| ADVANTAB                            | ADARE PHARMACEUTICALS, INC (US) | 3175614          | November 21, 2006 |
| ADVANTAB                            | ADARE PHARMACEUTICALS, INC (US) | 3659316          | July 21, 2009     |
| #BEACTIV                            | ACTIV NUTRITIONAL, LLC          | 5132075          | January 31, 2017  |
| CHEWS TO BE STRONG                  | ACTIV NUTRITIONAL, LLC          | 5118075          | January 10, 2017  |
| CHEWS TO MAKE A DIFFERENCE          | ACTIV NUTRITIONAL, LLC          | 5118073          | January 10, 2017  |
| VIACTIV LIFESTYLE                   | ACTIV NUTRITIONAL, LLC          | 5073522          | November 1, 2016  |
| VIACTIV V                           | ACTIV NUTRITIONAL, LLC          | 2465643          | July 3, 2001      |
| VIACTIV                             | ACTIV NUTRITIONAL, LLC          | 2248302          | May 25, 1999      |
| ACTIVE NUTRITION FOR WOMEN BY WOMEN | ACTIV NUTRITIONAL, LLC          | 2531197          | January 22, 2002  |
| ORBIS BIOSCIENCES                   | ADARE PHARMACEUTICALS USA, INC. | 4869227          | December 15, 2015 |
| PRECISION PARTICLE FABRICATION      | ADARE PHARMACEUTICALS USA, INC. | 5192132          | April 25, 2017    |
| OPTIM $\mu$ M                       | ADARE PHARMACEUTICALS USA, INC. | 4802411          | September 1, 2015 |
| UNISUM                              | ADARE PHARMACEUTICALS USA, INC. | 4989255          | June 28, 2016     |