

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607957

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUNTINGTON CAPITAL FUND III, L.P.		11/09/2020	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	CUBEX LLC		
Street Address:	151 Kalmus Drive, Suite B250		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Limited Liability Company: ARIZONA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4443718	QBUD	
Registration Number:	4440210	CUBEXRX	
Registration Number:	3647165	CUBEX	
Registration Number:	3601348	CUBEX	
Registration Number:	3527271	VSUPPLY	
Serial Number:	86163751	QMED	
Serial Number:	86163764	QMEDRX	
Serial Number:	86190943	MYQLINK	
Registration Number:	4800516	SUPPLYBANK	
Registration Number:	4867651	MEDFLEX	
Registration Number:	4800517	MEDBANK	
Serial Number:	86200821	CRX	
Registration Number:	4918686	QLOCK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	858-509-4071		
Email:	sdipdocket@pillsburylaw.com		
TRADEMARK			

CH \$340.00 4443718

Correspondent Name: Michelle L. Mehok
Address Line 1: 12255 El Camino Real, Suite 300
Address Line 4: San Diego, CALIFORNIA 92130

NAME OF SUBMITTER: Michelle L. Mehok

SIGNATURE: /michelle mehok/

DATE SIGNED: 11/10/2020

Total Attachments: 4

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RELEASE OF CUBEX LLC INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS RELEASE OF CUBEX LLC INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**Release**”) is made as of November 9, 2020, between CUBEX LLC, an Arizona limited liability company, with its principal office located at 151 Kalmus Drive, Suite B250, Costa Mesa, CA 92626 (“**Borrower**”), and HUNTINGTON CAPITAL FUND III, L.P., a Delaware limited partnership, with its principal office located at 3636 Nobel Drive, Suite 401, San Diego, California 92122 (the “**Lender**”).

WHEREAS, in connection with certain loan documents, Lender and Borrower entered into that certain Loan and Security Agreement, dated as of April 15, 2014 (as amended from time to time and including each document referenced therein, the “**Loan Agreement**”) pursuant to which Borrower granted to the Lender a security interest in Borrower’s personal property, including all of Borrower’s right, title and interest in, its Copyrights, Patents and Trademarks listed on Exhibits A, B, and C hereto);

WHEREAS, pursuant to the Loan Agreement, Borrower executed and delivered to the Lender a Cubex LLC Intellectual Property Security Agreement dated as of April 15, 2014 (the “**Security Agreement**”), which Security Agreement was recorded with the United States Patent and Trademark Office (“**USPTO**”) on April 15, 2014, in Reel 005261, Frame 0273, for the purpose of securing certain obligations of Borrower to Lender; and

WHEREAS, the Lender acknowledges and agrees that the Loan Agreement has been terminated and has agreed to terminate, cancel, discharge and release all of its rights in Borrower’s personal property secured by the Loan Agreement, including, without limitation, reconveyance of any and all of the rights and interests of Lender that were pledged and mortgaged (but without the transfer of title) in and to the Copyrights, Patents and Trademarks listed on Exhibits A, B, and C hereto (the “**Released Collateral**”) to Borrower.

NOW, THEREFORE, for other good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Security Agreement, the receipt and sufficiency of which are hereby acknowledged, the Lender hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or Security Agreement.

2. TERMINATION AND RELEASE OF GRANT OF SECURITY INTEREST IN COLLATERAL. Effective as of the date set forth above, Lender hereby terminates and releases in its entirety all security interests in the Released Collateral, including the lien and security interest, granted pursuant to the Security Agreement, and Lender hereby assigns, reconveys and transfers to Borrower, without any representation, warranty, or recourse whatsoever, Lender’s entire right, title, claim and interest in and to the Released Collateral, including, but not limited to:

(a) Any and all Copyrights set forth in Exhibit A, Patents set forth in Exhibit B and Trademarks set forth in Exhibit C;

(b) All proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits of any of the rights included above);

(c) The right to sue for past, present and future infringements of any of the rights identified above;

(d) All other rights corresponding to any of the rights identified above throughout the world; and

(e) All re-issues, divisions, continuations, renewals, extensions and continuations-in-part of any of the Copyrights, Patents and Trademarks.

3. RECORDATION. The Lender hereby authorizes and requests the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials of the United States to record this Release, as applicable.

4. FURTHER ASSURANCE. The Lender hereby agrees to, at the sole expense of the Borrower, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonable necessary to effect the release of the lien and security interest in the Collateral contemplated hereby.

5. MODIFICATION. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

6. GOVERNING LAW. The validity, interpretation, and enforcement of this Release and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

7. EXECUTION. Delivery of an executed signature page to this Release by facsimile or electronic transmissions (including .pdf file) shall be effective as delivery of an original signature.

(Signature follows on next page)

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

Address of Lender:

3636 Nobel Drive, Suite 401
San Diego, CA 92122

LENDER:

HUNTINGTON CAPITAL FUND III, L.P., a
Delaware limited partnership

By: _____
DocuSigned by:
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Name: Tim Bubnack

Title: Managing Partner

EXHIBIT A – RELEASE IP SECURITY AGREEMENT

Copyrights

None.

EXHIBIT B – RELEASE IP SECURITY AGREEMENT

Patents

None.

EXHIBIT C- RELEASE IP SECURITY AGREEMENT

Trademarks

Owner	Trademark	Appl. No.	Reg. No.	International Classes
Cubex, LLC	QBUD	85911412	4443718	09
Cubex, LLC	CUBEXRX	85911428	4440210	09
Cubex, LLC	CUBEX	77629811	3647165	35
Cubex, LLC	CUBEX	77437132	3601348	09
VSUPPL LLC	VSUPPLY	77437946	3527271	35
Cubex, LLC	QMED	86163751		09
Cubex, LLC	QMEDRX	86163764		09
Cubex, LLC	MYQLINK	86190943		09 [42]
Cubex, LLC	SUPPLYBANK	86200757	4800516	09
Cubex, LLC	MEDFLEX	86200774	4867651	09
Cubex, LLC	MEDBANK	86200794	4800517	09
Cubex, LLC	CRX	86200821		09
Cubex, LLC	QLOCK	86200834	4918686	09