# CH \$440.00 34122

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM611649

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC		11/30/2020	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	PACKAGING COORDINATORS, LLC
Street Address:	3001 RED LION ROAD
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19114
Entity Type:	Limited Liability Company: DELAWARE
Name:	PACKAGING COORDINATORS, INC.
Street Address:	3001 RED LION ROAD
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19114
Entity Type:	Corporation: DELAWARE
Name:	ANDERSONBRECON INC.
Street Address:	4545 ASSEMBLY DRIVE
City:	ROCKFORD
State/Country:	ILLINOIS
Postal Code:	61109
Entity Type:	Corporation: ILLINOIS
Name:	SHERPA CLINICAL PACKAGING, LLC
Street Address:	6166 Nancy Ridge Drive
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	Limited Liability Company: CALIFORNIA

#### **PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark	
Registration Number:	3412228	HINGEPAC	
		IRALIFIVIARA	

900582952 REEL: 007119 FRAME: 0477

Property Type	Number	Word Mark		
Registration Number:	4237920	ANDERSONBRECON		
Registration Number:	3998324	ASSURADOSE		
Registration Number:	3554547	CIAB		
Registration Number:	3561501	COMPLIANCE IN A BOTTLE		
Registration Number:	4002596	DURAPAC		
Registration Number:	3994132	INTUIDOSE		
Registration Number:	3998325	INTUIPAC		
Registration Number:	3998323	INTUIPAC ACHIEVE		
Registration Number:	3998322	INTUIPAC ASCEND		
Registration Number:	4467331	PCI		
Registration Number:	4437683	PACKAGING COORDINATORS, INC.		
Registration Number:	4156980	SHERPA CLINICAL PACKAGING		
Registration Number:	4121866	THE COMPLETE PACKAGE		
Registration Number:	5417251	ON-TIME, ON-TEMPERATURE		
Registration Number:	5529216	CLINICAL SUPPLY DELIVERED ON-TIME, ON-TE		
Serial Number:	86172868	DELPOUCH		

#### **CORRESPONDENCE DATA**

**Fax Number:** 6508385109

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:** 650-838-3743 **Email:** jlik@shearman.com

Correspondent Name: MARIE-ALEXIS VALENTE
Address Line 1: 599 LEXINGTON AVENUE
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 37427-134.	
NAME OF SUBMITTER:	MARIE-ALEXIS VALENTE
SIGNATURE: /MARIE-ALEXIS VALENTE/	
DATE SIGNED:	12/01/2020

#### **Total Attachments: 5**

source=0 - Pioneer First Lien TM Release#page1.tif source=0 - Pioneer First Lien TM Release#page2.tif source=0 - Pioneer First Lien TM Release#page3.tif source=0 - Pioneer First Lien TM Release#page4.tif source=0 - Pioneer First Lien TM Release#page5.tif

TRADEMARK REEL: 007119 FRAME: 0478

#### RELEASE AND TERMINATION OF FIRST LIEN SECURITY INTEREST IN <u>TRADEMARKS</u>

This RELEASE AND TERMINATION OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS is dated as of November 30, 2020 (the "Release") and executed and delivered by JEFFERIES FINANCE LLC, as Collateral Agent (the "Agent") in favor of PACKAGING COORDINATORS, LLC., a Delaware limited liability company, PACKAGING COORDINATORS, INC., a Delaware corporation, ANDERSONBRECON INC., an Illinois corporation and SHERPA CLINICAL PACKAGING, LLC, a California limited liability company (each, a "Grantor" and collectively, the "Grantors"). All capitalized terms used but not defined herein shall have the meaning given in the Trademark Security Agreements, as appropriate.

WHEREAS, certain of the Grantors and the Agent entered into that certain First Lien Security Agreement dated as of July 1, 2016, to which SHERPA CLINICAL PACKAGING, LLC was joined as of October 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified, the "First Lien Security Agreement");

WHEREAS, pursuant to the First Lien Security Agreement, the Grantors executed and delivered that certain First Lien Trademark Security Agreement dated as of July 1, 2016 and a supplemental Trademark Security Agreement as of October 1, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified, each a "**Trademark Security Agreement**" and collectively the "**Trademark Security Agreements**"), whereby each Grantor granted to the Agent a security interest in and continuing lien upon the Trademark Collateral (as defined in the Trademark Security Agreements), including Trademarks set forth on Exhibit A attached hereto:

WHEREAS, the First Lien Trademark Security Agreement dated July 1, 2016 was recorded with the United States Patent and Trademark Office on July 1, 2016 at Reel 005826 Frame 0198, and the supplemental Trademark Security Agreement dated October 1, 2018 was recorded with the United States Patent and Trademark Office on October 1, 2018 at Reel 006446 Frame 0636; and

WHEREAS, the obligations secured by the Trademark Security Agreements have been repaid or otherwise satisfied and the Agent therefore agrees to release any security interest the Agent may have in the Trademark Collateral pursuant to the Trademark Security Agreements, including any security interest in or to the Trademarks identified in <a href="Exhibit A">Exhibit A</a> attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

SECTION 1. Release of Security Interest. The Agent does hereby, without recourse, representation or warranty of any kind, (i) terminate and cancel the Trademark Security Agreements and (ii) release, terminate and discharge all of the Agent's security interest in all of the Grantors' right, title and interest in and to the Trademark Collateral granted pursuant to the

TRADEMARK REEL: 007119 FRAME: 0479 Trademark Security Agreements, including the Trademarks identified in <u>Exhibit A</u> attached hereto.

SECTION 2. <u>Recordation</u>. The Agent authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government official of any applicable governmental authority record this Release at the Grantors' sole cost and expense.

SECTION 3. <u>Further Assurances</u>. The Agent agrees to execute and deliver to the Grantors any further documents and to do such other acts that the Grantors reasonably request in order to confirm, effectuate or record this Release at the Grantors' sole cost and expense.

SECTION 4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

TRADEMARK REEL: 007119 FRAME: 0480

## Confidential & Privileged

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

> JEFFERIES FINANCE LLC, as the Agent

By: Paul Chisholm Title: Managing Director

## Exhibit A

# **Registered Trademarks**:

Country	Trademark	Reg. Number	Reg. Date	Owner
US	HINGEPAK	3412228	04-15-	Packaging Coordinators,
			2008	LLC
US	ANDERSONBRECON	4237920	06-Nov-	AndersonBrecon Inc.
			2012	
US	ASSURADOSE (stylized)	3998324	19-Jul-	AndersonBrecon Inc.
			2011	
US	CIAB	3554547	30-Dec-	AndersonBrecon Inc.
			2008	
US	COMPLIANCE IN A	3561501	13-Jan-	AndersonBrecon Inc.
	BOTTLE		2009	
US	DURAPAC (stylized)	4002596	26-Jul-	AndersonBrecon Inc.
			2011	
US	INTUIDOSE (stylized)	3994132	12-Jul-	AndersonBrecon Inc.
			2011	
US	INTUIPAC (stylized)	3998325	19-Jul-	AndersonBrecon Inc.
			2011	
US	INTUIPAC ACHIEVE	3998323	19-Jul-	AndersonBrecon Inc.
	(stylized)		2011	
US	INTUIPAC ASCEND	3998322	19-Jul-	AndersonBrecon Inc.
	(stylized)		2011	
US	PCI	4467331	14-Jan-	Packaging Coordinators,
			2014	Inc.
US	Packaging Coordinators,	4437683	19-Nov-	Packaging Coordinators,
	Inc.		2013	Inc.

Registered Owner	Trademark Description	Application No. / Filing Date	Registration No. / Registration Date
Sherpa Clinical Packaging,	A Continue of the state of the	85/403,961	4,156,980
LLC DBA Sherpa Clinical Packaging, LLC	SIE Ja Clinical Packaging	08/22/2011	06/12/2012
Sherpa Clinical Packaging,	THE COLUMN STEE DAGE AGE	85/404,013	4,121,866
LLC DBA Sherpa Clinical	THE COMPLETE PACKAGE		0.440.04.0
Packaging, LLC		08/22/2011	04/03/2012
Sherpa Clinical Packaging,		87/557,019	5,417,251
LLC DBA Sherpa Clinical	ON-TIME, ON-TEMPERATURE		
Packaging, LLC		08/04/2017	03/06/2018
Sherpa Clinical Packaging,	CLINICAL SUPPLY DELIVERED	87/725,383	5,529,216
LLC	ON-TIME, ON-TEMPERATURE	12/18/2017	07/31/2018

TRADEMARK
REEL: 007119 FRAME: 0482

# **Pending trademark applications:**

Country	Trademark	Serial Number	Filing Date	<u>Owner</u>
US	DELPOUCH	86/172,868	23-Jan-2014	Packaging
				Coordinators, LLC

## **Unregistered Trademarks:**

- 1. MEDIA ENHANCED PACKAGING
- 2. PILLCALENDAR
- 3. RXBARRIER+

## <u>Unregistered Tradenames</u>:

- 1. PCI of Philadelphia
- 2. PCI of Woodstock
- 3. PCI

TRADEMARK REEL: 007119 FRAME: 0483

**RECORDED: 12/01/2020**