

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613286

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gemino Healthcare Finance, LLC		12/27/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Toxicology Holdings Corp.		
Street Address:	200 Precision Drive		
Internal Address:	Suite 200		
City:	Horsham		
State/Country:	PENNSYLVANIA		
Postal Code:	19044		
Entity Type:	Corporation: DELAWARE		
Name:	DrugScan, Inc.		
Street Address:	200 Precision Drive		
Internal Address:	Suite 200		
City:	Horsham		
State/Country:	PENNSYLVANIA		
Postal Code:	19044		
Entity Type:	Corporation: DELAWARE		
Name:	DSI Medical Services, Inc.		
Street Address:	200 Precision Drive		
Internal Address:	Suite 200		
City:	Horsham		
State/Country:	PENNSYLVANIA		
Postal Code:	19044		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5025236	CAT.ONE	
CORRESPONDENCE DATA			
Fax Number:	5854198801		
TRADEMARK			

CH \$40.00 5025236

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: 585.419.8636
Email: trademarks@harrisbeach.com
Correspondent Name: Neal L. Slifkin, Esq.
Address Line 1: Harris Beach PLLC
Address Line 2: 99 Garnsey Road
Address Line 4: Pittsford, NEW YORK 14534

ATTORNEY DOCKET NUMBER:	291156
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NAME OF SUBMITTER:	Neal L. Slifkin
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SIGNATURE:	/Neal L. Slifkin/
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DATE SIGNED:	12/09/2020
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Total Attachments: 3

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GEMINO HEALTHCARE FINANCE, LLC
1 International Plaza, Suite 220
Philadelphia, PA 19113

December 27, 2017

Drug Scan Inc.
200 Precision Road
Horsham, PA 19044

Mr. Herm Reiche:

The undersigned, Gemino Healthcare Finance, LLC, a Delaware limited liability company (the "**Prior Lender**"), under that certain Credit Agreement dated as of November 13th, 2015 by and among TOXICOLOGY HOLDINGS CORP., DrugScan, Inc., DSI Medical Services, Inc. (together with each of their respective successors and permitted assigns, collectively, "**Borrowers**" and each a "**Borrower**"), and Prior Lender (said Credit Agreement, as amended from time to time and in effect on the date hereof, the "**Financing Agreement**"), has been informed by Borrowers that Borrowers will pay in full all of the liabilities, Obligations (as defined in the Financing Agreement) and indebtedness owing by Borrowers to Prior Lender under the Financing Agreement. If received by the Prior Lender by wire transfer in immediately available funds by 3:00 P.M. (EST) on December 29, 2017 (the "**Payoff Date**"), the amount necessary to pay all of the liabilities, Obligations and indebtedness owing by Borrowers to Prior Lender under the Financing Agreement is [REDACTED] (the "**Payoff Amount**").

This letter will confirm that, upon receipt by wire transfer of the Payoff Amount in the following account:

Bank: Citizens Bank of Pennsylvania
ABA No.: 036076150
Account No.: 6218883284
Account Name: Gemino Healthcare Funding, LLC
Ref: Toxicology Holdings Corp.

(i) all liens and security interests of any kind of Prior Lender on and in any and all of the property of Borrowers shall be deemed to be released and terminated and (ii) any and all claims now existing, owing or in the future arising against Borrowers in connection with the indebtedness owed by Borrowers to Prior Lender shall be released and forever discharged.


Upon receipt of the Payoff Amount set forth herein, Prior Lender hereby authorizes Borrowers to file UCC Termination Statements for all liens of record against Borrowers, and Prior Lender agrees to promptly execute and deliver to Borrowers releases pertaining to any liens and security interests of Prior Lender on and in any of the property of Borrowers, all at the sole cost and expense of Borrowers.

Borrowers and the Prior Lender hereby agree that upon (a) the Prior Lender's receipt of confirmation (which confirmation may be received by phone or email) from the bank identified above that the Prior Lender has received a wire transfer of immediately available funds to its bank account listed above effecting payment in full of the Payoff Amount, as set forth above in the manner described, and (b) the Prior Lender's receipt of a copy of this letter fully executed by Borrowers: (i) all of the Prior Lender's liens, pledges, security interest, financing statements, encumbrances, pledges, mortgages and other charges of whatever nature against the Collateral (as defined in the Financing Agreement), including, without limitation, those created by the Financing Agreement, shall automatically terminate; (ii) all of the indebtedness, liabilities and obligations of the Borrowers and any guarantors under or in connection with the Financing Agreement (other than any obligation which by its terms survives the termination of any of the foregoing and/or the repayment in full of the Obligations) shall terminate automatically; (iii) all of the Prior Lender's obligations under the Financing Agreement shall terminate automatically; (iv) the Financing Agreement shall terminate and be of no further force or effect other than those provisions therein which expressly by their terms survive termination; and (v) the Prior Lender, the Prior Lender's past and present officers, directors, shareholders, employees, agents, attorneys, parent corporations, subsidiaries, affiliates, successors and assigns, and the heirs, executors, trustees, administrators, successors and assigns of any such persons and entities (collectively referred to herein as "**Prior Lender Releasees**") shall be unconditionally released, acquitted and forever discharged by each Borrower, on behalf of itself and on behalf of all those entities claiming by, through or under it, together with their successors and assigns (collectively referred to herein as the "**Borrower Releasers**") from and of any and all manner of claims, liabilities, damages, costs and expenses, actions, causes of action, suits, counterclaims, obligations, defenses and demands whatsoever (if any), at law or in equity, or disputed or undisputed, which any of the Borrower Releasers ever had, now has or hereafter can, shall or may claim to have against any of the Prior Lender Releasees for or by reason of any cause, matter or thing whatsoever relating in any manner to the Financing Agreement. The Borrowers represent and warrant to the Prior Lender that the Borrowers have not transferred or assigned to any person or entity any claim that any of the Borrowers ever had or claimed to have against the Prior Lender relating in any manner to the Financing Agreement. If any payment by the Borrowers to the Prior Lender shall be recovered from, or repaid by, the Prior Lender, in whole or in part, in any bankruptcy, insolvency or similar proceeding instituted by or against the Borrowers, then the Borrowers' liability for such payment shall be reinstated.

Sincerely,

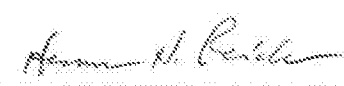
GEMINO HEALTHCARE FINANCE, LLC

By:


Name: Thomas J. Bugjeda
Title: Portfolio Manager

BORROWERS:

By:


Name: HERMANN N. REICHE
Title: VP-FIN+Acctg - LOAN SELLER