

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM630385

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900591213

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
White Oak Global Advisors, LLC, as Administrative Agent		01/08/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wellstat Therapeutics Corporation
<b>Street Address:</b>	14200 Shady Grove Road, Suite 600
<b>City:</b>	Rockville
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	20850
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78877005	RESTORINS
Serial Number:	85386987	SURIVAR
Serial Number:	85386983	VISTOGARD
Registration Number:	3199287	W
Registration Number:	2900885	W
Registration Number:	3159666	WELLSTAT
Registration Number:	2911823	WELLSTAT
Registration Number:	4115517	WELLSTAT THERAPEUTICS
Serial Number:	85386985	XURIDEN
Serial Number:	85386991	ZURIVID

## CORRESPONDENCE DATA

Fax Number: 2029425999

*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: 2029426989

Email: john.rynkiewicz@arnoldporter.com,  
cassandra.urbany@arnoldporter.com

Correspondent Name: John P. Rynkiewicz

**Address Line 1:** 601 Massachusetts Ave., NW  
**Address Line 2:** IP Docketing  
**Address Line 4:** Washington, D.C. 20001-3743

**ATTORNEY DOCKET NUMBER:** 1030786.0003

**NAME OF SUBMITTER:** John P. Rynkiewicz

**SIGNATURE:** /John P. Rynkiewicz/

**DATE SIGNED:** 03/08/2021

**Total Attachments: 10**

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## TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This Termination and Release of Trademark Security Agreement is made as of January 8, 2021, (*“Release”*) by WHITE OAK GLOBAL ADVISORS, LLC, a Delaware limited liability company (*“Administrative Agent”*) in favor of WELLSTAT THERAPEUTICS CORPORATION, a Delaware corporation (*“Grantor”*). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

**WHEREAS**, the Grantor and the Administrative Agent and the other parties thereto entered into that certain Loan Agreement, dated August 1, 2013.

**WHEREAS**, in connection with the Loan Agreement, the Grantor entered into a Trademark Security Agreement, dated August 1, 2013, with the Administrative Agent, notice of which was recorded at the United States Patent and Trademark Office on August 15, 2013, at Reel 005094, Frames 0644 to 0655.

**WHEREAS**, under the Trademark Security Agreement, the Grantor granted to the Administrative Agent a security interest and continuing lien on all of the Grantor’s right, title and interest in, to and under the Trademark Collateral.

**WHEREAS**, the Administrative Agent has agreed to terminate and release its security interest in all such Trademark Collateral as herein provided.

**NOW, THEREFORE**, for good and valuable consideration, including the satisfaction of all obligations, indebtedness, and liabilities secured by Trademark Collateral pursuant to the Trademark Security Agreement and the Loan Agreement, the receipt and adequacy of which are hereby acknowledged and upon the terms set forth in this Release, the Administrative Agent agrees as follows:

Section 1. The Administrative Agent hereby terminates, releases and discharges its security interest in the Trademark Collateral under the Trademark Security Agreement, including without limitation (i) the Trademarks listed on **Schedule A** attached hereto, including registrations and applications thereto and with respect to any and all of the foregoing; (ii) the goodwill of the business symbolized thereby; (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present, and future infringement or dilution thereof or for any injury to goodwill; (v) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof. Any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void, and the Administrative Agent hereby reassigns any and all interest that it may have therein to the Grantor.

Section 2. The Administrative Agent hereby authorizes the filing of this Release in the United States Patent and Trademark Office by the Grantor or its designees.

Section 3. This Release may be executed and delivered by e-mail or other means of electronic transmission (including .pdf), and such transmission shall constitute an original for all purposes.

Section 4. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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

WHITE OAK GLOBAL ADVISORS, LLC,  
as Administrative Agent

By: 

Name: Barbara J. S. McKee

Title: Managing Partner

[Signature page to Termination and Release of Trademark Security Agreement (Wellstat Therapeutics Corporation)]

TRADEMARK  
REEL: 007213 FRAME: 0930

**SCHEDULE A**

(See attached page)

**SCHEDULE A  
TO TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

<b>Trademark</b>	<b>Country</b>	<b>Class</b>	<b>App. Date</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>	<b>Status</b>
RESTORINS	Australia	05; 42	1/11/2006	A0006295	1/11/2006	905780	Abandoned - Intl Reg
RESTORINS	Brazil	05	11/1/2006	900069791	9/9/2009	900069791	Registered - DNR
RESTORINS	Brazil	42	11/6/2006	900072881			Abandoned
RESTORINS	Canada		10/31/2006	1322329			Abandoned
RESTORINS	China	05; 42	1/11/2006	A0006295	1/11/2006	905780	Abandoned - Intl Reg
RESTORINS	European Union	05; 42	11/3/2006	5438882			Abandoned
RESTORINS	Hong Kong	05; 42	11/1/2006	300751680	3/2/2007	300751680	Registered
RESTORINS	India	05; 42	11/1/2006	1500426	3/14/2009	1500426	Registered - DNR
RESTORINS	Israel	05	11/2/2006	194996	12/4/2008	194996	Registered
RESTORINS	Israel	42	11/2/2006	194997	5/1/2008	194997	Registered
RESTORINS	Japan	05; 42	10/31/2006	2006101029	7/20/2007	5064245	Registered
RESTORINS	Kazakhstan	05	10/31/2006	36692	7/15/2008	25672	Registered
RESTORINS	Kazakhstan	42	12/6/2006	37114	9/15/2008	26239	Registered
RESTORINS	Liechtenstein	05; 42	1/11/2006	A0006295	1/11/2006	905780	Abandoned - Intl Reg
RESTORINS	Mexico	05	11/3/2006	817294	2/22/2007	973584	Registered
RESTORINS	Mexico	42	11/3/2006	817295	3/9/2007	975803	Registered
RESTORINS	New Zealand	05; 42	10/31/2006	757996	5/4/2006	757996	Registered
RESTORINS	Norway	05; 42	1/11/2006	A0006295	1/11/2006	905780	Abandoned - Intl Reg

RESTORINS	Russia	05; 42	1/11/2006	A0006295	1/11/2006	905780	Abandoned - Intl Reg
RESTORINS	South Africa	05	10/31/2006	200625990	10/31/2006	200625990	Registered
RESTORINS	South Africa	42	10/31/2006	200625991	10/31/2006	200625991	Registered
RESTORINS	South Korea	05; 42	1/11/2006	A0006295	1/11/2006	905780	Abandoned - Intl Reg
RESTORINS	Switzerland	05; 42	1/11/2006	A0006295	1/11/2006	905780	Abandoned - Intl Reg
RESTORINS	Ukraine	05; 42	1/11/2006	A0006295	1/11/2006	905780	Abandoned - Intl Reg
RESTORINS	United States	05; 42	5/4/2006	78877005			Abandoned
RESTORINS	WIPO - Madrid Agreement/ Protocol	05; 42	1/11/2006	A0006295	1/11/2006	905780	Abandoned - Intl Reg
SURIVAR	United States	05	8/2/2011	85386987			Allowed
VISTOGARD	United States	05	8/2/2011	85386983			Allowed
W Design	Canada	CG; CS	10/2/2002	1154499	4/26/2007	686629	Registered
W Design	European Union	05; 42	9/30/2002	002871333	5/19/2004	002871333	Registered
W Design	Japan	05	7/18/2003	2003060405			Abandoned
W Design	Japan	05	10/17/2002	2002087733	10/3/2003	4714509	Registered
W Design	United States	05	6/26/2002	78139142	1/16/2007	3199287	Registered
W Design	United States	42	6/26/2002	78975572	11/2/2004	2900885	Registered
WELLSTAT	Australia	05; 42	12/6/2004	A0000274	12/6/2004	856131	Registered - Intl Reg
WELLSTAT	Brazil	05	12/29/2004	827251718	10/30/2007	827251718	Registered
WELLSTAT	Brazil	42	1/17/2005	827306881	10/30/2007	827306881	Registered
WELLSTAT	Canada	CG; CS	9/26/2002	1153929			Allowed
WELLSTAT	China	05; 42	12/6/2004	A0000274	12/6/2004	856131	Registered NC - Intl Reg



WELLSTAT	European Union	05; 42	9/24/2002	002882066	4/6/2004	002882066	Registered
WELLSTAT	Hong Kong	05; 42	12/9/2004	300334944	4/20/2005	300334944	Registered
WELLSTAT	India	05; 42	12/8/2004	1324658	6/14/2006	1324658	Registered
WELLSTAT	Israel	05	12/27/2004	177245	10/15/2006	177245	Registered
WELLSTAT	Israel	42	12/27/2004	177246	3/6/2006	177246	Registered
WELLSTAT	Japan	05; 42	9/24/2002	2002080995	10/24/2003	4720969	Registered
WELLSTAT	Kazakhstan	05; 42	12/8/2004	29690	9/11/2006	21062	Registered
WELLSTAT	Liechtenstein	05; 42	12/6/2004	A0000274	12/6/2004	856131	Registered NC -Intl Reg
WELLSTAT	Mexico	05	12/8/2004	0691940	7/26/2005	891623	Registered
WELLSTAT	Mexico	42	12/8/2004	0691939	7/26/2005	891622	Registered
WELLSTAT	New Zealand	05; 42	12/8/2004	722558	6/9/2005	722558	Registered
WELLSTAT	Norway	05; 42	12/6/2004	A0000274	12/6/2004	856131	Registered - Intl Reg
WELLSTAT	Russia	05; 42	12/6/2004	A0000274	12/6/2004	856131	Registered NC -Intl Reg
WELLSTAT	South Africa	05	12/8/2004	200422290	12/8/2004	200422290	Registered
WELLSTAT	South Africa	42	12/8/2004	200422291	12/8/2004	200422291	Registered
WELLSTAT	South Korea	05; 42	12/6/2004	A0000274	12/6/2004	856131	Registered - Intl Reg
WELLSTAT	Switzerland	05; 42	12/6/2004	A0000274	12/6/2004	856131	Registered NC -Intl Reg
WELLSTAT	Ukraine	05; 42	12/6/2004	A0000274	12/6/2004	856131	Registered NC -Intl Reg
WELLSTAT	United States	05	3/26/2002	78117511	10/17/2006	3159666	Registered
WELLSTAT	United States	42	3/26/2002	78975595	12/14/2004	2911823	Registered
WELLSTAT	WIPO - Madrid Agreement/ Protocol	05; 42	12/6/2004	A0000274	12/6/2004	856131	Registered - Intl Reg
WELLSTAT (in Katkana)	Japan	05; 42	9/24/2002	2002081010	10/24/2003	4720970	Registered

WELLSTAT THERAPEUTICS	United States	05; 42	4/13/2004	78401239	3/20/2012	4115517	Registered
XURIDEN	Canada	05	1/30/2012	1561945			Pending
XURIDEN	European Union	05; 42; 44	1/30/2012	010600567	5/31/2012	010600567	Registered
XURIDEN	Japan	05	2/1/2012	2012006208	6/1/2012	5498423	Registered
XURIDEN	Mexico	05	1/31/2012	1245812			Pending
XURIDEN	Switzerland	05; 42; 44	1/30/2012	510912012	5/31/2012	630070	Registered
XURIDEN	United States	05	8/2/2011	85386985			Allowed
ZURIVID	United States	05	8/2/2011	85386991			Allowed

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RECORDED: 01/14/2021