# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM633525

Stylesheet Version v1.2

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CIT BANK, N.A.		03/19/2021	National Banking Association: UNITED STATES

### **RECEIVING PARTY DATA**

Name:	PHARMALOGIC HOLDINGS CORP.		
Street Address:	433 Plaza Real, Suite 275		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33432		
Entity Type:	Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2825794	PHARMA-LOGIC
Registration Number:	2718736	PHARMA-LOGIC THE LOGICAL CHOICE
Registration Number:	2666078	PHARMALOGIC

#### **CORRESPONDENCE DATA**

Fax Number: 2132897739

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: 2134262619

Email: aarnelle@goodwinlaw.com

**Correspondent Name:** Amy Arnelle

Address Line 1: 601 S Figueroa Street Suite 4100 Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:	132640.314775
NAME OF SUBMITTER:	Amy Arnelle
SIGNATURE:	/Amy Arnelle/
DATE SIGNED:	03/22/2021

## **Total Attachments: 4**

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of March 19, 2021, is made by CIT BANK, N.A., as Administrative Agent (the "Agent"), in favor of PHARMALOGIC HOLDINGS CORP. (the "Grantor").

#### WITNESSETH:

WHEREAS, pursuant to the First Lien Security and Pledge Agreement, dated as of June 11, 2018, among the Agent and Grantor and the other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted a continuing security interest in and continuing lien upon certain collateral to the Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Short Form Intellectual Property Security Interest in Trademarks Agreement, between the Agent and Grantor, dated June 11, 2018 (the "<u>Trademark Security Agreement</u>"), for recordal with the United States Patent and Trademark Office.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 11, 2018, at Reel 6395 and Frame 0436;

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Collateral;

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. Release of Security Interest. The Agent, without representation or warranty of any kind, hereby terminates, releases, cancels and discharges all of its security interest in and to the Collateral, including the trademark registrations and applications set forth in Schedule A attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 3. <u>Termination</u>. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

- 4. <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby, in the case of the foregoing, as may be reasonable requested by the Grantor, and at the sole cost and expense of the Grantor.
- 5. <u>Governing Law</u>. The terms of the Credit Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial (and where applicable, judicial reference) are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

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

CIT BANK, N.A., as Administrative Agent

By: 65 FOR Name: KAI LIANG Title: Director

[CIT - PharmaLogic - Signature Page to Termination and Release of Trademarks (First Lien)]

Schedule A
Trademark Registrations and Applications

Trademark	Country	Class		Reg. Date
PHARMA-LOGIC	U.S.	5	2,825,794	03/23/2004
HARMA-Se	U.S.	1, 5, 35, 40	2,718,736	05/27/2003
PHARMA LOGIC	U.S.	1, 5, 35, 40	2,666,078	12/24/2002

TRADEMARK REEL: 007228 FRAME: 0546

**RECORDED: 03/22/2021**