

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT Bank, N.A., as Collateral Agent		08/27/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	VERTICAL PHARMACEUTICALS, LLC		
Street Address:	400 Crossing Boulevard		
City:	Bridgewater		
State/Country:	NEW JERSEY		
Postal Code:	08807		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5506757	OBCOMPLETE NUTRITION	
Registration Number:	5361447	OBCOMPLETE NUTRITION HEALTHY EATING FORM	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	18965-30600		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	08/28/2021		
Total Attachments: 5			
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RELEASE OF TRADEMARK SECURITY AGREEMENTS

This Release of Trademark Security Agreements (this “Release”) is made as of August 27, 2021, by CIT Bank, N.A. (the “Grantee”), having its principal offices at 11 West 42nd Street, New York, NY 10036, as collateral agent (the “Collateral Agent”), for the benefit of VERTICAL PHARMACEUTICALS, LLC, a Delaware limited liability company with principal offices at 400 Crossing Boulevard, Bridgewater, NJ 08807, (the “Grantor”). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreements.

WHEREAS, the Grantor and the Collateral Agent are parties to those certain Trademark Security Agreements set forth on Schedule I hereto (collectively, the “Trademark Security Agreements”), pursuant to which the Grantor granted to the Collateral Agent, a continuing security interest in, all of the Grantor’s right, title and interest in, to and under certain trademark collateral, including the Trademarks set forth on Schedule II hereto (the “Trademarks”), to secure payment, performance and observance of the obligations;

WHEREAS, the Trademark Security Agreements were recorded in the United States Patent and Trademark Office as set forth on Schedule I; and

WHEREAS, the Grantor has requested that the Collateral Agent release, and the Collateral Agent is willing to release its security interest with respect to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. The Collateral Agent hereby terminates the Trademark Security Agreements and terminates, releases and discharges any and all security interests granted under the Trademark Security Agreements that it may have in, to, and under the Trademarks. Any right, title or interest of the Collateral Agent in such Patents shall hereby terminate, cease and become void. The Collateral Agent hereby assigns, transfers and conveys any and all right, title or interest of the Collateral Agent in such Trademarks to the Grantor.
2. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, at the Grantor’s sole cost and expense, as may be reasonably necessary to effect the release of the Trademarks contemplated hereby.
3. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
4. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Agreements to be executed and delivered as of the date first written above.

CIT Bank, N.A.

By:  _____

Name: John S. Yusi III

Title: Senior Vice President

[SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007406 FRAME: 0820

SCHEDULE I

Trademark Security Agreements

Trademark Security Agreement dated February 3, 2016 recorded at the U.S. Patent and Trademark Office on February 3, 2016 at Reel/Frame 5723/0478

Trademark Security Agreement dated February 3, 2016 recorded at the U.S. Patent and Trademark Office on November 2, 2016 at Reel/Frame 5912/0716


Trademark Security Agreement dated December 11, 2017 recorded at the U.S. Patent and Trademark Office on December 13, 2017 at Reel/Frame 6227/0825

Trademark Security Agreement dated January 22, 2021 recorded at the U.S. Patent and Trademark Office on January 25, 2021 at Reel/Frame 7168/0303


SCHEDULE II

Trademarks



Reel/Frame 5723/0478

No.	Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner
1.	LORZONE	85063476 15-JUN-2010	4091769 24-JAN-2012	VERTICAL PHARMACEUTICALS, LLC
2.	CORVITE	78618021 27-APR-2005	3206841 06-FEB-2007	VERTICAL PHARMACEUTICALS, LLC
3.	<i>Design Only</i> 	85515067 12-JAN-2012	4300150 12-MAR-2013	VERTICAL PHARMACEUTICALS, LLC
4.	NEXA	85197620 14-DEC-2010	4011587 16-AUG-2011	VERTICAL PHARMACEUTICALS, LLC
5.	OB COMPLETE	86246245 08-APR-2014	4640762 18-NOV-2014	VERTICAL PHARMACEUTICALS, LLC
6.	PROVELLA	85451378 19-OCT-2011	4302274 12-MAR-2013	VERTICAL PHARMACEUTICALS, LLC

Reel/Frame 5912/0716

No.	Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner
1.	OBCOMPLETE 	86645258 29-MAY-2015	4970422 31-MAY-2016	VERTICAL PHARMACEUTICALS, LLC
2.	VERDROCET	86246195 08-APR-2014	4937315 12-APR-2016	VERTICAL PHARMACEUTICALS, LLC

Reel/Frame 6227/0825

No.	Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner
1.	OBCOMPLETE NUTRITION 	87659801 25-OCT-2017	5506757 03-JUL-2018	VERTICAL PHARMACEUTICALS, LLC
2.	OBCOMPLETE NUTRITION HEALTHY EATING FOR MOM AND BABY 	87392499 30-MAR-2017	5361447 19-DEC-2017	VERTICAL PHARMACEUTICALS, LLC

Reel/Frame 7168/0303

No.	Mark	App. No./ App. Date	Reg. No./ Reg. Date	Current Owner
1.	RELEXXII	87662730 27-OCT-2017	5764504 28-MAY-2019	VERTICAL PHARMACEUTICALS, LLC