

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM676744

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Deutsche Bank AG New York Branch		09/20/2021	Corporation: GERMANY

## RECEIVING PARTY DATA

<b>Name:</b>	Arbor Pharmaceuticals, LLC
<b>Street Address:</b>	Six Concourse Parkway
<b>Internal Address:</b>	Suite 1800
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30328
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	Wilshire Pharmaceuticals, Inc.
<b>Street Address:</b>	Six Concourse Parkway
<b>Internal Address:</b>	Suite 1800
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30328
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	XenoPort, Inc.
<b>Street Address:</b>	Six Concourse Parkway
<b>Internal Address:</b>	Suite 1800
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30328
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
<b>Serial Number:</b>	86721318	ARBOR E-Z RX
<b>Registration Number:</b>	4446271	ARBOR PHARMACEUTICALS
<b>Registration Number:</b>	4146108	ARBOR PHARMACEUTICALS
<b>Registration Number:</b>	1896747	BIDIL

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86607627	CETYLEV
Registration Number:	1077242	E.E.S.
Registration Number:	1058892	E.E.S. 400
Registration Number:	1144690	EES
Registration Number:	1082192	ERYDERM
Registration Number:	1251456	ERYPED
Registration Number:	1211217	ERY-TAB
Registration Number:	0590748	ERYTHROCIN
Registration Number:	4740064	EVEKEO
Registration Number:	4459670	EXERSCORE
Registration Number:	4299266	EXERSCRIPT
Registration Number:	3904570	N
Registration Number:	4369144	NYMALIZE
Registration Number:	1437037	PCE
Registration Number:	3881019	PEDIADERM
Registration Number:	3735333	SKLICE
Registration Number:	4728651	SOTYLIZE
Registration Number:	4397018	ZENZEDI
Registration Number:	2621465	NITROMED
Registration Number:	4268688	ARLOFTA
Registration Number:	4071035	HORIZANT
Registration Number:	4268689	REFLESO
Registration Number:	4268690	RELTAUT
Registration Number:	3923308	TRANSEO
Registration Number:	2935290	XENOPORT
Registration Number:	2925591	XENOPORT
Registration Number:	3877314	XENOPORT
Registration Number:	3877315	XENOPORT
Registration Number:	4564923	WILSHIRE PHARMACEUTICALS

**CORRESPONDENCE DATA**

**Fax Number:** 9198216800

*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:** (919)838-2034

**Email:** pkarmire@smithlaw.com

**Correspondent Name:** Perky L. Karmire / Smith Anderson Law

**Address Line 1:** 150 Fayetteville Street

**Address Line 2:** Suite 2300

**Address Line 4:** Raleigh, NORTH CAROLINA 27601

**TRADEMARK**

**REEL: 007432 FRAME: 0123**

<b>NAME OF SUBMITTER:</b>	Perky L. Karmire
<b>SIGNATURE:</b>	/s/ Perky L. Karmire
<b>DATE SIGNED:</b>	09/25/2021
<b>Total Attachments: 6</b> source=[EXECUTED] Project Marvel - IP Termination Agreement (Trademark Rights)#page1.tif source=[EXECUTED] Project Marvel - IP Termination Agreement (Trademark Rights)#page2.tif source=[EXECUTED] Project Marvel - IP Termination Agreement (Trademark Rights)#page3.tif source=[EXECUTED] Project Marvel - IP Termination Agreement (Trademark Rights)#page4.tif source=[EXECUTED] Project Marvel - IP Termination Agreement (Trademark Rights)#page5.tif source=[EXECUTED] Project Marvel - IP Termination Agreement (Trademark Rights)#page6.tif	

**TERMINATION OF SECURITY INTEREST IN TRADEMARK RIGHTS**

This TERMINATION OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination"), dated as of September 20, 2021, is made by Deutsche Bank AG New York Branch, as collateral agent (in such capacity, the "Agent") for the benefit of Arbor Pharmaceuticals, LLC, a Delaware limited liability company located at Six Concourse Parkway, Suite 1800, Atlanta, GA 30328 (and in its capacity as successor in interest to XenoPort, Inc., a "Grantor") and Wilshire Pharmaceuticals, Inc., a Delaware corporation located at Six Concourse Parkway, Suite 1800, Atlanta, GA 30328 (a "Grantor", and, together with Arbor Pharmaceuticals, LLC, the "Grantors").

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, dated as of July 5, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Arbor Pharmaceuticals, Inc., a Delaware corporation, as Holdings ("Holdings"), Arbor Pharmaceuticals, LLC, a Delaware limited liability company and wholly-owned subsidiary of Holdings (the "Borrower"), the lending institutions from time to time parties thereto (each a "Lender" and collectively, together with the Swingline Lender, the "Lenders") and the Agent, as the Administrative Agent, the Collateral Agent, the Swingline Lender and the Letter of Credit Issuer, the Lenders have severally agreed to make loans to the Borrower and the Letter of Credit Issuer has agreed to issue Letters of Credit, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Security Agreement, dated as of July 5, 2016 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, in connection with the Security Agreement, the Grantors have executed and delivered a Grant of Security Interest in Trademark Rights (the "Trademark Security Agreement"), dated July 5, 2016, and filed with the United States Trademark and Patent Office on July 6, 2021 as Reel 005828 Frame 0750, pursuant to which each Grantor granted a lien on and security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Trademark Collateral"), to the Agent for the benefit of the Secured Parties;

WHEREAS, the Agent has agreed to terminate and release its security interest in and lien on the Trademark Collateral; and

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

## EXECUTION VERSION

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Termination and Release. The Agent hereby terminates and releases, without representation, warranty or recourse of any kind, its security interest in and lien on the Trademark Collateral granted pursuant to the Trademark Security Agreement.
3. Purpose. This Agreement has been executed and delivered by Agent for the purpose of recording the termination and release of its security interest in and lien on the Trademark Collateral granted pursuant to the Trademark Security Agreement with the United States Patent and Trademark Office.
4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.
5. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

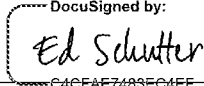
IN WITNESS WHEREOF, the parties hereto have caused this Termination to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEUTSCHE BANK AG NEW YORK BRANCH,  
as the Agent

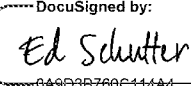
By:   
Name: Philip Tancorra  
Title: Vice President  
philip.tancorra@db.com  
212-250-6576

By:   
Name: Suzan Onal  
Title: Vice President  
suzan.onal@db.com  
212-250-3174

ARBOR PHARMACEUTICALS, LLC,  
as a Grantor

DocuSigned by:  
By:   
Name: Ed Schutter  
Title: CEO

WILSHIRE PHARMACEUTICALS, INC.  
as a Grantor

DocuSigned by:  
By:   
Name: Ed Schutter  
Title: CEO

**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<b>Registered Owner/ Grantor</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Trademark</b>
Arbor Pharmaceuticals, LLC	86/721,318		ARBOR E-Z RX
Arbor Pharmaceuticals, LLC	85/748,821	4,446,271	ARBOR PHARMACEUTICALS
Arbor Pharmaceuticals, LLC	85/427,281	4,146,108	ARBOR PHARMACEUTICALS, INC.
Arbor Pharmaceuticals, LLC	74/317,284	1,896,747	BIDIL
Arbor Pharmaceuticals, LLC	86/607,627		CETYLEV
Arbor Pharmaceuticals, LLC	73/118,139	1,077,242	E.E.S.
Arbor Pharmaceuticals, LLC	73/066,179	1,058,892	E.E.S. 400
Arbor Pharmaceuticals, LLC	73/221,719	1,144,690	EES
Arbor Pharmaceuticals, LLC	73/124,970	1,082,192	ERYDERM
Arbor Pharmaceuticals, LLC	73/351,494	1,251,456	ERYPED
Arbor Pharmaceuticals, LLC	73/286,993	1,211,217	ERY-TAB
Arbor Pharmaceuticals, LLC	71/636,577	590,748	ERYTHROCIN
Arbor Pharmaceuticals, LLC	86/147,416	4,740,064	EVEKEO
Arbor Pharmaceuticals, LLC	85/560,877	4,459,670	EXERSCORE
Arbor Pharmaceuticals, LLC	85/560,878	4,299,266	EXERSCRIPT
Arbor Pharmaceuticals, LLC	77/056,924	3,904,570	N Logo 
Arbor Pharmaceuticals, LLC	85/404,726	4,369,144	NYMALIZE
Arbor Pharmaceuticals, LLC	73/593,507	1,437,037	PCE
Arbor Pharmaceuticals, LLC	77/788,925	3,881,019	PEDIADERM
Arbor Pharmaceuticals, LLC	78/754,601	3,735,333	SKLICE
Arbor Pharmaceuticals, LLC	86/147,411	4,728,651	SOTYLIZE
Arbor Pharmaceuticals, LLC	85/550,865	4,397,018	ZENZEDI
Arbor Pharmaceuticals, LLC	78/067,768	2,621,465	NITROMED
Xenoport, Inc.	85/126,138	4,268,688	ARLOFTA
Xenoport, Inc.	77/782,887	4,071,035	HORIZANT



<b>Registered Owner/ Grantor</b>	<b>Application No.</b>	<b>Registration No.</b>	<b>Trademark</b>
Xenoport, Inc.	85/126,246	4,268,689	REFLESO
Xenoport, Inc.	85/126,261	4,268,690	RELTAUT
Xenoport, Inc.	77/074,737	3,923,308	TRANSEO
Xenoport, Inc.	76/321,335	2,935,290	XENOPORT
Xenoport, Inc.	76/321,333	2,925,591	XENOPORT
Xenoport, Inc.	77/411,875	3,877,314	XENOPORT
Xenoport, Inc.	77/411,880	3,877,315	XENOPORT & Design
Wilshire Pharmaceuticals, Inc.	85/749,031	4,564,923	WILSHIRE PHARMACEUTICALS