

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681116

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Agreement Recorded at Reel/Frame 7341/0153		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT Bank, N.A.		10/12/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	RVL Pharmaceuticals, Inc.		
Street Address:	400 Crossing Boulevard		
City:	Bridgewater		
State/Country:	NEW JERSEY		
Postal Code:	08807		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90045944	UPNEEQ	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-596-9287		
Email:	nicole.mollica@ropesgray.com		
Correspondent Name:	Nicole Mollica, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	104426-1000-016		
NAME OF SUBMITTER:	Nicole Mollica		
SIGNATURE:	/nicole mollica/		
DATE SIGNED:	10/14/2021		
Total Attachments: 4			
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RELEASE OF TRADEMARK SECURITY AGREEMENTS

This Release of Trademark Security Agreements (this “Release”) is made as of October 12, 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 RVL PHARMACEUTICALS, INC., a Delaware corporation 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 Security Agreement or Trademark Security Agreements, as applicable.

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of February 3, 2016 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”) made by the Grantor, Collateral Agent, and others party thereto, and those certain Grants of Security Interest in United States Trademarks set forth on Schedule I hereto (collectively, the “Trademark Security Agreements”) made by the Grantor and Collateral Agent, the Grantor assigned to the Collateral Agent as collateral security, and granted to the Collateral Agent, a continuing security interest in, to and under (i) the Trademarks (including the Trademarks set forth on Schedule II hereto; (ii) all Proceeds and products of the Trademarks; (iii) the goodwill of the businesses with which the Trademarks are associated; and (iv) all causes of action arising for infringement of any of the Trademarks or unfair competition regarding the same (collectively, the “Trademark Collateral”), 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 Trademark Collateral.


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 Security Agreement and Trademark Security Agreements that it may have in, to, and under the Trademark Collateral. Any right, title or interest of the Collateral Agent in such Trademark Collateral 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 Trademark Collateral 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 Trademark Collateral 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., as Collateral Agent

By: 
Name: John S. Yusi III
Title: Senior Vice President

SCHEDULE I

Trademark Security Agreements

Grant of Security Interest in United States Trademarks dated January 22, 2021 recorded at the U.S. Patent and Trademark Office on January 25, 2021 at Reel/Frame 7168/0310

Grant of Security Interest in United States Trademarks dated June 30, 2021 recorded at the U.S. Patent and Trademark Office on June 30, 2021 at Reel/Frame 7341/0153

SCHEDULE II

Trademarks

Reel/Frame 7168/0310

Mark	Jurisdiction	App. Serial No.	Filed	Registration No.	Registration Date	Status	Record Owner
UPNEEQ	US	88791296	02/10/2020	6207415	11/24/2020	Registered	RVL Pharmaceuticals, Inc.
UPNEEQ	US	90244070	10/09/2020			Applied	RVL Pharmaceuticals, Inc.

Reel/Frame 7341/0153

Mark	Jurisdiction	App. Serial No.	Filed	Registration No.	Registration Date	Status
UPNEEQ (design)	US	90045944	7/10/2020	6336843	4/27/2021	Registered