

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM681247

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF TRADEMARK SECURITY AGREEMENTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CIT Bank, N.A., as Collateral Agent		10/12/2021	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RVL PHARMACEUTICALS, INC.		
<b>Street Address:</b>	400 Crossing Boulevard		
<b>City:</b>	Bridgewater		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08807		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6207415	UPNEEQ	
<b>Registration Number:</b>	6336843	UPNEEQ	
<b>Serial Number:</b>	90244070	UPNEEQ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
<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>			
<b>Phone:</b>	7043311000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	100 North Tryon Street		
<b>Address Line 2:</b>	Suite 4700, ATTN: IP DEPARTMENT		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	036251.000226		
<b>NAME OF SUBMITTER:</b>	John Slaughter		
<b>SIGNATURE:</b>	/john slaughter/		
<b>DATE SIGNED:</b>	10/15/2021		
<b>Total Attachments: 4</b>			

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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 42<sup>nd</sup> 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