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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM683943

Stylesheet Version v1.2

SUBMISSION TYPE:NEW ASSIGNMENTNATURE OF CONVEYANCE:RELEASE OF TRADEMARK SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE NORTHERN TRUST COMPANY		10/14/2021	Banking Corporation: ILLINOIS

# **RECEIVING PARTY DATA**

Name:	Belcher Pharmaceuticals, LLC
Street Address:	6911 Bryan Dairy Road
City:	Largo
State/Country:	FLORIDA
Postal Code:	33777
Entity Type:	Limited Liability Company: FLORIDA

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Serial Number:	85645753	SMART GUARD
Serial Number:	86703980	ABLYSINOL

# **CORRESPONDENCE DATA**

**Fax Number:** 7043311159

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:** 7043311000

**Email:** PTO\_TMconfirmation@mvalaw.com,

maryelizabethzaldivar@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700, ATTN: IP DEPARTMENT Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	026618.001357
NAME OF SUBMITTER:	John Slaughter
SIGNATURE:	/john slaughter/
DATE SIGNED:	10/27/2021

**Total Attachments: 4** 

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### RELEASE OF TRADEMARK SECURITY INTEREST

	THIS RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and	effective as
of	THIS RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and cyclober 14, 2021. and granted by The Northern Trust Company, an Illin	iois banking
cor	rporation (the "Secured Party"), in favor of Belcher Pharmaceuticals, LLC, a Florida lin	nited liability
cor	mpany (the " <b>Grantor</b> ") and its successors, assigns and legal representatives.	•

### WITNESSETH:

WHEREAS, pursuant to those certain Business Loan Agreements, dated as of August 31, 2016 and October 13, 2016, by and between one or more of Belcher Pharmaceuticals, LLC, a Florida limited liability company, and BPI Labs, LLC, a Florida limited liability company, and Secured Party (collectively, the "Loan Agreements"), (i) Belcher Pharmaceuticals, LLC and BPI Labs, LLC executed and delivered in favor of Secured Party that certain Amended and Restated Security Agreement, dated as of October 13, 2016 (the "Master Security Agreement") and (ii) Grantor did execute and deliver in favor of Secured Party that certain Trademark Security Agreement dated as of October 13, 2016 (the "Trademark Security Agreement") and, together with the Master Security Agreement, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, Grantor pledged and granted to Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

**WHEREAS**, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5913, Frame 0926 on November 3, 2016; and

WHEREAS, the Grantor has requested that Secured Party enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest Secured Party may have in the Trademark Collateral pursuant to the Security Agreements.

**NOW**, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party hereby states as follows:

- 1. **Release of Security Interest**. Secured Party, for itself, and its successors, legal representatives and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreements in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "**Trademark Collateral**"):
  - (a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");
  - (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right

TRADEMARK REEL: 007474 FRAME: 0378 but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

- 2. **Further Assurances**. Secured Party agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. **Governing Law**. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

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2

**IN WITNESS WHEREOF**, Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

# Secured Party:

THE NORTHERN TRUST COMPANY

Name: Scott C. Rutz

Title: Senior Vice President

Address for Notices:

401 North Florida Avenue Tampa, Florida 33602

STATE OF FLORIDA

) )SS.

**COUNTY OF HILLSBOROUGH** 

My Commission Expires: April 10, 2022

THE FOREGOING INSTRUMENT was acknowledged before me, by means of physical presence or online notarization, this // day of // 2021, by Scott C. Rutz, as a Senior Vice President of The Northern Trust Company, an Illinois banking corporation, on behalf of the corporation. He was presented in the produced is personally known to me or has produced is as identification.

Notary Public Printed Name:

(SEAL)

REBECCA S. CANNELLA
Notary Public - State of Florida
Commission = GG 197788
My Comm. Expires Apr 10, 2022

# SCHEDULE 1

# TRADEMARKS

*Country	<u>Trademark</u>	Serial No.	Filing Date
US	SMART GUARD	85/645,753	June 7, 2012
US	ABLYSINOL	86/703,980	July 24, 2015



4

TRADEMARK
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