

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM700778

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BRADLEY P. GLASSMAN		01/04/2022	Individual:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEDIMETRIKS PHARMACEUTICALS, INC.		
<b>Street Address:</b>	383 Route 46 West		
<b>City:</b>	Fairfield		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07004		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4036087	ACUWASH	
Registration Number:	4043289	CICLODAN	
Registration Number:	4032724	CLINDACIN	
Registration Number:	4419247	CLINDACIN ETZ	
Registration Number:	4039448	CLINDACIN-P	
Registration Number:	4632911	CLODAN	
Registration Number:	4122456	KERADAN	
Registration Number:	4238996	KETODAN	
Registration Number:	4433289	LEXINAL	
Registration Number:	4036174	LIVTOWYNN	
Registration Number:	4217912	MEDIMETRIKS	
Registration Number:	4043293	MORGIDOX	
Registration Number:	4649655	NEO-SYNALAR	
Registration Number:	4597726	NEUAC	
Registration Number:	4645276	NICADAN	
Registration Number:	4652264	NISEKO	
Registration Number:	3630345	PACNEX	
Registration Number:	4132891	REHYLA	
Registration Number:	4084934	ROSDAN	

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Property Type	Number	Word Mark
Registration Number:	4084942	SUMADAN
Registration Number:	3630346	SUMAXIN
Registration Number:	4564897	SYNALAR
Registration Number:	4010591	TOETAL FRESH
Registration Number:	3630344	URAMAXIN
Serial Number:	86101407	ATTERO
Serial Number:	86715680	ERYCETTE
Serial Number:	86594535	EVVESE
Serial Number:	86501008	FOZIE
Serial Number:	85723144	RELEVEX
Serial Number:	86500997	ROZIE
Serial Number:	86715697	SUMYCIN
Serial Number:	86101978	TRILITAS
Serial Number:	86566661	XEPI

**CORRESPONDENCE DATA**

**Fax Number:**

*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.*

**Email:** akwon@cov.com

**Correspondent Name:** COVINGTON & BURLING LLP

**Address Line 1:** ONE CITY CENTER, 850 TENTH ST NW

**Address Line 2:** ATTN: PATENT DOCKET

**Address Line 4:** WASHINGTON, D.C. 20001

**ATTORNEY DOCKET NUMBER:** 032123.00007

**NAME OF SUBMITTER:** Ashley M. Kwon

**SIGNATURE:** /Ashley M. Kwon/

**DATE SIGNED:** 01/10/2022

**Total Attachments: 11**

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## TERMINATION AND RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY

THIS TERMINATION AND RELEASE OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY (this "Release"), is dated as of January 4, 2022, and made by BRADLEY P. GLASSMAN, an individual residing at 20 Witte Place, West Orange, New Jersey 07052 (the "Secured Party").

WHEREAS, pursuant to (i) that certain Demand Promissory Note, dated as of June 11, 2019, and as amended as of August 11, 2019 (as so amended and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note"), between MEDIMETRIKS PHARMACEUTICALS, INC., a Delaware corporation having executive offices at 383 Route 46 West, Fairfield, New Jersey 07004 (the "Debtor"), and the Secured Party, (ii) that certain Security Agreement, dated as of June 11, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Debtor and the Secured Party, (iii) that certain Intellectual Property Agreement, dated as of June 11, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), made by the Debtor in favor of the Secured Party and (iv) that certain Collateral Assignment for Security, dated as of June 11, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Assignment" and together with the Security Agreement and the IP Security Agreement, the "Security Agreements"), by the Debtor in favor of the Secured Party, a security interest was granted by the Debtor to the Secured Party in certain IP Collateral (as defined below);

WHEREAS, the Collateral Assignment was recorded with the United States Patent and Trademark Office ("USPTO") on August 14, 2019, at Reel/Frame No. 006720/0529; and

WHEREAS, in accordance with that certain Payoff and Termination Letter, dated January 4, 2022 (the "Payoff Letter"), between the Debtor and the Secured Party, (i) the obligations secured by the IP Collateral have been repaid or otherwise satisfied to the extent set forth in the Payoff Letter and (ii) the Note and the Security Agreements have been terminated.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby agrees as follows:

1. Definitions.

(a) Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the applicable Security Agreement.

(b) "Collaterally Assigned Trademark Collateral" means all right, title and interest of the Debtor in and to the Trademarks, together with the goodwill of the business symbolized thereby and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, as further described in the IP Security Agreement.

(c) "Copyrights" means all of the following copyright rights, registered copyrights and copyright applications described in clauses (i)-(v) below, individually and/or collectively:

(i) all of the Debtor's now owned or existing or hereafter acquired or arising copyright rights, including any copyright applications and copyright registrations therefor, and rights in any original work of authorship, including any derivative work based thereon, whether published or unpublished and whether or not the same also constitutes a trade secret, including, without limitation, the copyright rights, copyright applications, and copyright registrations listed on Schedule III annexed hereto and made a part hereof, as well as all rights and privileges arising under applicable law and licenses and other agreements with respect to the Debtor's use of any of the foregoing;

(ii) all reissues, extensions or renewals of any of the foregoing;

(iii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof;

(iv) the right to sue for past, present and future infringements of any of the foregoing; and

(v) all of the Debtor's rights corresponding to any of the foregoing throughout the world.

(d) "IP Collateral" means, collectively, any and all right, title and interest of the Debtor, whether now owned or existing or hereafter created, acquired, or arising, in and to, and all proceeds and substitutions of or to, all of the Debtor's Trademarks, Patents and Copyrights, together with the Debtor's Licensee Rights and the Debtor's right, title and interest in and to any domain names (including those listed on Schedule I hereof) and other trade secrets.

(e) "Licensee Rights" means all right, title and interest of the Debtor as a licensee or authorized user of Intellectual Property and trade secrets of another Person under licenses and/or other contracts (as modified by the inclusion of rights under new contracts).

(f) "Patents" means all of the following patents and patent applications described in clauses (i)-(v) below, individually and/or collectively:

(i) all of the Debtor's now owned or existing or hereafter acquired or arising patents, patent applications, and the inventions and improvements therein disclosed, and any and all divisions, reissues and continuations of said letters patent including, without limitation the patents listed on Schedule II annexed hereto and made a part hereof as well as all rights and privileges arising under applicable law, licenses and other agreements with respect to the Debtor's use of any of the foregoing;

(ii) all renewals of any of the foregoing;

(iii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof;

(iv) the right to sue for past, present and future infringements of any of the foregoing; and

(v) all of the Debtor's rights corresponding to any of the foregoing throughout the world.

(g) "Trademarks" means all of the following trademarks, trademark registrations and trademark applications, and service marks, service mark registrations and service mark applications and goodwill described in clauses (i)-(v) below, individually and/or collectively:

(i) all of the Debtor's now owned or existing or hereafter acquired or arising trademarks and service marks and any registrations and registration applications therefor (but expressly excluding any "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Alleged Use or a Statement of Use under Section 1(c) or 1(d) of said Act has been filed), including, without limitation those trademarks, service marks and trademark and/or service mark registrations and registration applications listed on Schedule I annexed hereto and made a part hereof, together with any goodwill connected with the use of and symbolized by any such trademarks and service marks, as well as all rights and privileges arising under applicable law with respect to the Debtor's use of any of the foregoing;

(ii) all reissues, extensions or renewals of any of the foregoing;

(iii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements;

(iv) the right to sue for past, present and future infringements of any of the foregoing; and

(v) all of the Debtor's rights corresponding to any of the foregoing throughout the world.

2. Release of Security Interests. The Secured Party, on behalf of itself and its successors, legal representatives and assigns, hereby (i) irrevocably terminates, releases and discharges the entirety of any and all liens and security interests that it may have pursuant to the Security Agreements in, and all claims that it may have pursuant to the Security Agreements to or in, the IP Collateral, including the Collaterally Assigned Trademark Collateral and the intellectual property listed on Schedules I-III hereto, and (ii) reassigns, transfers and conveys to the Debtor all right, title and interest that the Secured Party may have pursuant to the Security Agreements in the IP Collateral, including the Collaterally Assigned Trademark Collateral and the intellectual property listed on Schedules I-III hereto. Any right, title or interest that the Secured Party may have pursuant to the Security Agreements in the IP Collateral, including the Collaterally Assigned Trademark Collateral, shall hereby terminate, cease and become void.

3. Further Assurances. The Secured Party hereby authorizes the Debtor or an authorized representative of the Debtor to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release and discharge of the security interest of the Secured Party in the IP Collateral, and/or (iii) otherwise record

or file this Release in the applicable governmental office or agency. The Secured Party further agrees to execute and deliver to the Debtor any and all further documents and instruments, and do any and all further acts which the Debtor (or its agents or designees) reasonably requests (at the Debtor's sole cost and expense) in order to confirm this Release and the Debtor's right, title and interest in, to and under the IP Collateral, including the Collaterally Assigned Trademark Collateral.

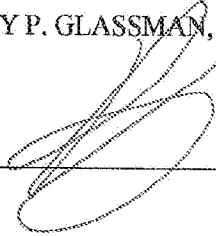
4. Governing Law. This Release shall be construed in accordance with and governed by the law of the State of New York without regard to its conflict of laws principles (except as set forth in Section 5-1401 of the New York General Obligations Law).

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Secured Party, by its duly authorized officer, has executed this Release on the date first written above.

BRADLEY P. GLASSMAN, as the Secured  
Party

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read 'B. Glassman', is written over a horizontal line. The signature is stylized and cursive.

*[Signature Page to Release of Security Interests in Intellectual Property]*

Trademarks

## Registrations

<u>Trademark</u>	<u>Status</u>	<u>Registration No.</u>	<u>Date Registered</u>
ACUWASH ACUWASH	REGISTERED	4036087	04-OCT-2011
CICLODAN CICLODAN	REGISTERED	4043289	18-OCT-2011
CLINDACIN CLINDACIN	REGISTERED	4032724	27-SEP-2011
CLINDACIN ETZ CLINDACIN ETZ	REGISTERED	4419247	15-OCT-2013
CLINDACIN-P CLINDACIN-P	REGISTERED	4039448	11-OCT-2011
CLODAN CLODAN	REGISTERED	4632911	04-NOV-2014
KERADAN KERADAN	REGISTERED	4122456	03-APR-2012
KETODAN KETODAN	REGISTERED	4238996	06-NOV-2012
LEXINAL LEXINAL	REGISTERED	4433289	12-NOV-2013
LIVTOWYNN LivToWynn	REGISTERED	4036174	04-OCT-2011



MEDIMETRIKS MEDIMETRIKS	REGISTERED	4217912	02-OCT-2012
MORGIDOX MORGIDOX	REGISTERED	4043293	18-OCT-2011
NEO-SYNALAR NEO-SYNALAR	REGISTERED	4649655	02-DEC-2014
NEUAC NEUAC	REGISTERED	4597726	02-SEP-2014
NICADAN NICADAN	REGISTERED	4645276	25-NOV-2014
NISEKO NISEKO	REGISTERED	4652264	09-DEC-2014
PACNEX PACNEX	REGISTERED	3630345	02-JUN-2009
REHYLA REHYLA	REGISTERED	4132891	24-APR-2012
ROSADAN ROSADAN	REGISTERED	4084934	10-JAN-2012
SUMADAN SUMADAN	REGISTERED	4084942	10-JAN-2012
SUMAXIN SUMAXIN	REGISTERED	3630346	02-JUN-2009
SYNALAR	REGISTERED	4564897	08-JUL-2014

SYNALAR			
TOETAL FRESH Cross References: TOTAL FRESH TOETAL FRESH	REGISTERED	4010591	09-AUG-2011
URAMAXIN URAMAXIN	REGISTERED	3630344	02-JUN-2009

**Trademark Applications:**

<u>Trademark</u>	<u>Status</u>	<u>Application No.</u>	<u>Date Filed</u>
ATTERO ATTERO	PUBLISHED (PENDING) Intent to Use	86101407	25-OCT-2013
ERYCETTE ERYCETTE	PUBLISHED (PENDING) Intent to Use	86715680	05-AUG-2015
EVVESE EVVESE	PENDING Intent to Use	86594535	11-APR-2015
FOZIE FOZIE	PUBLISHED (PENDING) Intent to Use	86501008	12-JAN-2015
RELEVEX RELEVEX	PUBLISHED (PENDING) Intent to Use	85723144	07-SEP-2012
ROZIE ROZIE	PUBLISHED (PENDING) Intent to Use	86500997	12-JAN-2015
SUMYCIN SUMYCIN	PUBLISHED (PENDING) Intent to Use	86715697	05-AUG-2015

TRILITAS TRILITAS	PUBLISHED (PENDING) Intent to Use	86101978	25-OCT-2013
XEPI XEPI	PUBLISHED (PENDING) Intent to Use	86566661	17-MAR-2015

**Domain Names:**

www.medimetriks.com

Patents and Patent Applications

None.

Copyrights

None, except for common law copyrights.