

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penfund Partners, Inc., as agent		04/01/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Forefront Management, LLC		
Street Address:	801 York Street		
City:	Manitowoc		
State/Country:	WISCONSIN		
Postal Code:	54220		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4454782	FOREFRONT DERMATOLOGY	
Registration Number:	4454786	FD FOREFRONT DERMATOLOGY	
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:	212-841-0406		
Email:	melissa.karasavidis@ropesgray.com		
Correspondent Name:	Melissa Karasavidis, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036-8704		
ATTORNEY DOCKET NUMBER:	113367-0075-003		
NAME OF SUBMITTER:	Melissa Karasavidis		
SIGNATURE:	/Melissa Karasavidis/		
DATE SIGNED:	04/01/2022		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (“Termination and Release”) is made as of April 1, 2022, by Penfund Partners, Inc., in its capacity as second lien agent (in such capacity, “Agent”) in favor of Forefront Management, LLC, a Delaware limited liability company (“Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Second Lien Credit Agreement dated February 9, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) and that certain Second Lien Guarantee and Collateral Agreement dated February 9, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), Grantor and Agent were parties to that certain Second Lien Trademark Security Agreement dated as of February 9, 2016 (the “Security Agreement”), pursuant to which Grantor granted to Agent a continuing security interest in and lien on the Trademark Collateral (as defined below);

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office on March 21, 2016, at Reel 5755, Frame 0914;

WHEREAS, Grantor has requested that Agent release its security interest in and lien on the Trademark Collateral and reassign any and all rights in the same to Grantor;

WHEREAS, Grantor has satisfied and fulfilled all of its obligations to release the Agent’s security interest in and lien on the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby irrevocably terminates the Security Agreement, and irrevocably releases, discharges, terminates and cancels its liens and security interest in all right, title and interest of the Grantor in, to and under the following (collectively, the “Trademark Collateral”), including those trademark registrations set forth on Schedule I:

(i) each Trademark listed on Schedule I annexed hereto, together with any renewals or extensions thereof, and all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark;

2. Agent hereby assigns, grants and conveys to Grantor, without any representation, warranty, recourse or undertaking by Agent (except as set forth in this Termination and Release), any and all of Agent’s right, title and interest in and to the Trademark Collateral, including those trademark registrations set forth on Schedule I, and terminates the Security Agreement.

3. Agent authorizes and requests that the Commissioner of the United States Patent and Trademark Office and any other applicable government authority record this Termination and Release.

4. This Termination and Release and the rights and obligations of the parties hereto shall be governed by and construed and interpreted in accordance with the laws of the State of New York without regard to conflicts of laws principles and shall be binding upon the parties' representatives, successors, assigns and transferees.


[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Termination and Release to be executed as of the day and year first above written.

PENFUND PARTNERS, INC., as Agent

By: 
Name: Jeremy Thompson
Title: Director

SCHEDULE I

Trademark	Registration Number	Registration Date	Jurisdiction
FOREFRONT DERMATOLOGY	4454782	24-DEC-2013	United States Patent and Trademark Office
FD FOREFRONT DERMATOLOGY 	4454786	24-DEC-2013	United States Patent and Trademark Office