

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM739228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 5703/0626		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation		07/06/2022	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	VistaPharm, Inc.		
Street Address:	630 Central Avenue		
City:	New Providence		
State/Country:	NEW JERSEY		
Postal Code:	07974		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2550308	VISTAPHARM	
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:	617-951-7169		
Email:	CATHERINE.MURRAY@ROPESGRAY.COM		
Correspondent Name:	CATHERINE MURRAY		
Address Line 1:	ROPES & GRAY LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	116884-0001		
NAME OF SUBMITTER:	CATHERINE MURRAY		
SIGNATURE:	/cmurray/		
DATE SIGNED:	07/06/2022		
Total Attachments: 4			
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**TERMINATION AND RELEASE OF A SECURITY
INTEREST IN TRADEMARKS**

July 6, 2022

THIS TERMINATION AND RELEASE OF LIEN (this “Release”) is made as of July 6, 2022, by ARES CAPITAL CORPORATION, in its capacity as Administrative Agent under the Credit Agreement (as defined below) (the “Administrative Agent”), in favor of VistaPharm, Inc. (the “Grantor”).

WHEREAS, Vertice Pharma UK Holdings Limited as Holdings, Vertice Pharma UK Intermediate Limited, as Intermediate Parent, VistaPharm Acquisition Corp., as the Initial Borrower, the Grantor, as the Borrower, the Lenders from time to time party thereto and the Administrative Agent entered into that certain Credit Agreement dated as of December 21, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified in writing from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, Vertice Pharma, LLC, VistaPharm Acquisition Corp., VistaPharm, Inc., Vertice Pharma UK Intermediate Limited, the other grantors from time to time party thereto and the Administrative Agent executed and delivered that certain Collateral Agreement dated as of December 21, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified in writing from time to time, the “Security Agreement”), pursuant to which the Grantor executed and delivered that certain Trademark Security Agreement dated as of December 21, 2015, including Schedule I thereto, which was recorded with the United States Patent and Trademark Office at Reel 5703, Frame 0626, on December 31, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified in writing from time to time, the “Trademark Security Agreement” and together with the Security Agreement, the “Security Agreements”);

WHEREAS, pursuant to the Security Agreements, the Grantor, granted to ARES CAPITAL CORPORATION, as the Administrative Agent for the benefit of the Secured Parties (“Releasor”), a Lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule A hereto, to secure the prompt and complete payment and performance when due of the Secured Obligations; and

WHEREAS, the Grantor has requested, and the Administrative Agent has agreed to provide, a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral (including, without limitation, the Trademarks referred to on Schedule A hereto).

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreements or the Credit Agreement as

applicable.

2. Release of Security Interest; Further Assurances. Releasor, without any representation and warranty by or any recourse to Releasor, unconditionally and irrevocably hereby (i) fully terminates, releases, relinquishes and discharges all of its Lien on and security interest in the Trademark Collateral listed on Schedule A hereto, (ii) agrees that it shall execute all other documents and do all other acts necessary or desirable to relinquish its security interests in the Trademark Collateral listed on Schedule A hereto and effect the release of such rights to the Grantor and (iii) authorizes and requests that the United States Patent and Trademark Office note and record the release hereby given and any other filings necessary to evidence the release and termination of the Administrative Agent's rights under each of the Credit Agreement and the Security Agreements with respect to the Trademark Collateral listed on schedule A.

3. Electronic Delivery. Delivery of an executed signature page of this Release by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

ARES CAPITAL CORPORATION,
as Administrative Agent



By: _____

Name: Mitchell Goldstein

Title: Authorized Signatory

SCHEDULE A

Mark	Country	Reg. No. (App. No.)	Reg. Date (App. Date)	Status	Owner
VISTAPHARM	U.S.	2,550,308	3/19/2002	Registered	VistaPharm, Inc.