# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM754133

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CAPITAL ONE, NATIONAL ASSOCIATION		08/26/2022	National Banking Association: MARYLAND

## **RECEIVING PARTY DATA**

Name:	Med-Pharmex, Inc.		
Street Address:	2727 Thompson Creek Road		
City:	Pomona		
State/Country:	CALIFORNIA		
Postal Code:	91767		
Entity Type:	Corporation: CALIFORNIA		

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark	
Registration Number:	2552408	IVERSOL	
Registration Number:	4386720	MED-PHARMEX INCORPORATED	
Registration Number:	4386721	MED-PHARMEX	

## **CORRESPONDENCE DATA**

Fax Number: 2123075598

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: 2125030559

Email: ipdocketing@venable.com

**Correspondent Name:** Kristen Ruisi

Address Line 1: 1270 Avenue of the Americas

Address Line 2: 24TH Floor

Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER: Kristen Ruisi **SIGNATURE:** /KR/ **DATE SIGNED:** 09/08/2022

**Total Attachments: 4** 

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TRADEMARK REEL: 007842 FRAME: 0653

## RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of August 26, 2022, by CAPITAL ONE, NATIONAL ASSOCIATION (as successor-in-interest to Healthcare Financial Solutions, LLC, as successor-by-assignment to General Electric Capital Corporation), as administrative agent (in such capacity, together with its successors and permitted assigns in such capacity, "Agent") for the Secured Parties (as defined in the Security Agreement defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement or the Trademark Security Agreement (each as defined below), as applicable.

#### WITNESSETH:

WHEREAS, Med-Pharmex, Inc., a California corporation ("<u>Grantor</u>"), Agent and certain other parties have entered into that certain Guaranty and Security Agreement, dated March 27, 2015 (as from time to time amended, restated, supplemented or other modified, the "Security Agreement");

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement dated as of March 27, 2015 (as amended, restated, supplemented or otherwise modified, the "<u>Trademark Security Agreement</u>") pursuant to which Grantor granted to Agent a lien on and security interest in, to and under the Trademark Collateral as security for certain obligations owing by Grantor to Agent;

WHEREAS, the Trademark Security Agreement was recorded by the Assignment Recordation Branch of the United States Patent and Trademark Office on March 27, 2015, at Reel 5486, Frame 0514; and

WHEREAS, Grantor has satisfied the terms of the Trademark Security Agreement and has requested that Agent release its lien on and security interest in, to and under the Trademarks and all Trademark Collateral and reassign any and all rights in the same to Grantor.

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

- 1. Agent hereby releases its lien on and security interest in, to and under all of Grantor's respective right, title and interest in, to and under the Trademark Collateral, which includes but is not limited to the following:
  - (a) all of its Trademarks (other than those constituting Excluded Property), registrations and all applications for registration thereof, including, without limitation, those referred to on Schedule 1 hereto;
  - (b) all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark:
  - (c) all renewals and extensions of the foregoing; and
  - (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all claims, causes of action, and rights to sue and recover at law or in equity for any past, present and future infringement, dilution, or other violation thereof.

TRADEMARK REEL: 007842 FRAME: 0654

- 2. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in, to and under the Trademark Collateral. Agent hereby authorizes Grantor (or their designee) to file this Release with the United States Patent and Trademark Office.
- 3. Agent agrees to take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
- 4. This Release shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Page Follows]

TRADEMARK REEL: 007842 FRAME: 0655 IN WITNESS WHEREOF, the undersigned has caused this Release to be executed as of the day and year first above written.

CAPITAL ONE, NATIONAL ASSOCIATION,

as Agent

By:

Name: Peter Itz

Title: Duly Authorized Signatory

# SCHEDULE I TO RELEASE OF SECURITY INTEREST IN TRADEMARKS

Grantor	Serial Number	Registration Number	Word Mark
Med-Pharmex, Inc.	78672853	3671000	CERTIFLEX
Med-Pharmex, Inc.	76232194	2552408	IVERSOL
Med-Pharmex, Inc.	76232195	2512706	IVER-ON
Med-Pharmex, Inc.	85/682,331	4312322	"Med-Pharmex Animal Health" and Design (Class 39)
Med-Pharmex, Inc.	85/682,335	4386720	"Med-Pharmex Incorporated" and Design (Class 5)
Med-Pharmex, Inc.	85/682,336	4386721	MED-PHARMEX (Class 5)

TRADEMARK REEL: 007842 FRAME: 0657

**RECORDED: 09/08/2022**