# CH \$90.00 182

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM755490

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Galen Partners III, L.P.		09/14/2022	Corporation:
Galen Partners International III, L.P.		09/14/2022	Corporation:
Galen Employee Fund III, L.P.		09/14/2022	Corporation:
Med-Tec Investors, LLC		09/14/2022	Corporation:

### **RECEIVING PARTY DATA**

Name:	Derma Sciences, Inc.
Street Address:	1100 Campus Road
City:	Princeton
State/Country:	NEW JERSEY
Postal Code:	08540
Entity Type:	Corporation: DELAWARE

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

Property Type	Number	Word Mark
Registration Number:	1828019	DERMAGRAN
Registration Number:	1763594	DERMAGRAN
Registration Number:	1695738	DERMAGRAN

### **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.

**Phone:** 609-936-5406

**Email:** natalia.barreto-powell@integralife.com

Correspondent Name: Natalia Barreto-Powell
Address Line 1: 1100 Campus Road
Address Line 2: Attn: Law Dept./IP Group

Address Line 4: Princeton, NEW JERSEY 08540

NAME OF SUBMITTER:	Natalia Barreto-Powell	
SIGNATURE:	/Natalia Barreto-Powell/	
DATE SIGNED:	09/15/2022	

# **Total Attachments: 5** source=Galen MedTec Release executed#page1.tif source=Galen MedTec Release executed#page2.tif source=Galen MedTec Release executed#page3.tif

source=Galen MedTec Release executed#page4.tif source=Galen MedTec Release executed#page5.tif

### RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST ("Release") is made and effective as of September 14, 2022 and granted by Galen Partners III. L.P., Galen Partners International III, L.P. and Galen Employee Fund III, L.P. and Med-Tec Investors, LLC

(collectively, the "Secured Parties"), in favor of Derma Sciences, Inc., a Delaware corporation, (the "Grantor") and its successors, assigns and legal representatives.

WHEREAS, in connection with the purchase by the Secured Parties from Grantor of certain convertible bonds due December 31, 2000 (the "Convertible Bonds"), The Grantor and the Secured Parties entered into that certain security agreement on or around December 22, 1999 (the "Security Agreement"), and the Grantor executed and delivered to the Secured Parties that certain Conditional Assignment of and Security Interest in Intellectual Property Rights (Trademark), dated as of December 22, 1999 (the "Conditional Assignment");

WHEREAS, pursuant to the Conditional Assignment, the Grantor pledged, granted a continuing security in and a right of setoff against, and assigned, transferred and conveyed to the Secured Parties, effective upon demand made upon the occurrence and during the continuance of an Event of Default, the IP Collateral (as defined below);

WHEREAS, the Conditional Assignment was recorded with the United States Patent and Trademark Office at Reel 002045, Frame 0189 on March 1, 2000; and

WHEREAS, the Grantor has requested that the Secured Parties 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 the Secured Parties may have in the IP Collateral pursuant to the Conditional Assignment and the Security Agreement.

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

- Release of Security Interest. The Secured Parties hereby confirms that the Convertible Bonds and all other indebtedness of the Grantor to the Secured Parties have been satisfied, and the Security Agreement and Conditional Assignment are no longer in effect. The Secured Parties, their successors, legal representatives and assigns, hereby terminates the Security Agreement and Conditional Assignment and terminates, releases and discharges any and all security interests that it has pursuant to the Security Agreement and Conditional Assignment 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 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 set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (collectively, the "IP Collateral"). This Release is executed and delivered by the Secured Parties for the purpose of recording the same in the United States Patent and Trademark Office.
- 2. <u>Further Assurances.</u> The Secured Parties agree, 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. <u>Governing Law</u>. 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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

3

IN WITNESS WHEREOF, the Secures Parties have caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Galen Partners III. L.P.

By: Claudius IV, LLC, Its general partner

By: Name: Zubeen Shroff

Title: Managing Member

Galen Partners International III, L.P.

By: Claudius IV, LLC, Its general partner

Title: Managing Member

Galen Employee Fund III, L.P.

By: Claudius IV, LLC, Its general partner

By: Name: Zubeen Shroff Title: Managing Member

Med-Tec Investors, LLC

By: Hage To Wills
Name: Stephen T. Wills

Title: Managing Member

# **SCHEDULE 1**

# Trademarks

Mark	Registration Number (Serial Number) Registration Date Number (Filing Date)	Registration Date (Filing Date)
NUTRA SHIELD (and all goodwill pertaining thereto)	2256073	June 22, 1999
NUTRASTAT (and all goodwill pertaining thereto)	2243778	May 4, 1999
NUTRAWASH (and all goodwill pertaining thereto)	2243776	May 4, 1999
DERMA SITE (and all goodwill pertaining thereto)	2235336	March 23, 1999
S.T.A.G.E.S. (and all goodwill pertaining thereto)	2162527	June 2, 1998
TRI-ZINC (and all goodwill pertaining thereto)	1991803	August 8, 1996
DERMAGRAN II (and all goodwill pertaining thereto)	1857157	October 4, 1994
DERMAGRAN (and all goodwill pertaining thereto)	1828019	March 29, 1994
DERMAGRAN (and all goodwill pertaining thereto)	1763594	April 6, 1993
DERMAGRAN (and all goodwill pertaining thereto)	1695738	June 23, 1992
DERMASTAT (and all goodwill pertaining thereto)	2300477	December 14, 1999
NUTRACOL (and all goodwill pertaining thereto)	2300512	December 14, 1999
NEA (and all goodwill pertaining thereto)	(75-630792)	(January 25, 1999)
NUTRAFILL (and all goodwill pertaining thereto)	(75-627575)	(January 25, 1999)
NUTRAFOAM (and all goodwill pertaining thereto)	(75-360455)	(September 22, 1997)
NUTRAFILL (and all goodwill pertaining thereto)	(75-360454)	(September 22, 1997)
NUTRAVUE (and all goodwill pertaining thereto)	(75-360453)	(September 22, 1997)
NUTRADRESS (and all goodwill pertaining thereto)	(75-360450)	(September 22, 1997)
NUTRASORB (and all goodwill pertaining thereto)	(75-360430)	(September 22, 1997)
NUTRACLEANSE (and all goodwill pertaining thereto)	(75-344533)	(August 21, 1997)
NUTRACREAM (and all goodwill pertaining thereto)	(75-344529)	(August 21, 1997)
DERMASOOTHIE (and all goodwill pertaining thereto)	(75-344528)	(August 21, 1997)

TRADEMARK REEL: 007847 FRAME: 0685

**RECORDED: 09/15/2022**