

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM765317

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|---|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CIT Bank, a division of First-Citizens Bank & Trust Company | | 11/01/2022 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | OCT Pharmacy, L.L.C. | | |
| Street Address: | 17777 Center Court Drive, Suite 550 | | |
| City: | Cerritos | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90703 | | |
| Entity Type: | Limited Liability Company: MICHIGAN | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4517622 | ACTIVE INFUSION | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6175236850 | | |
| <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: | 617-523-2700 | | |
| Email: | susan.dinicola@hklaw.com,fan.yang@hklaw.com | | |
| Correspondent Name: | Holland & Knight LLP | | |
| Address Line 1: | 10 St. James Avenue | | |
| Address Line 4: | Boston, MASSACHUSETTS 02116 | | |
| NAME OF SUBMITTER: | Susan C. DiNicola | | |
| SIGNATURE: | /Susan C. DiNicola/ | | |
| DATE SIGNED: | 11/02/2022 | | |
| Total Attachments: 4 | | | |
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OP \$40.00 4517622

RELEASE OF SECURITY INTERESTS IN TRADEMARKS

This Release of Security Interests in Trademarks (“Release”) is made as of November 1, 2022 (the “Release Date”), by CIT Bank, a division of First-Citizens Bank & Trust Company (successor by merger to CIT Bank, N.A.) (in its capacity as agent, “Secured Party”), whose address is 11 West 42nd Street, New York, NY 10036, in favor of OCT PHARMACY, L.L.C. (the “Grantor”), whose address is 17777 Center Court Drive, Suite 550, Cerritos, CA 90703.

WHEREAS, a Trademark Security Agreement between the Secured Party and Grantor was recorded on March 9, 2020, with the Assignment Recordation Branch of the U.S. Patent and Trademark Office, at Reel 6886, Frame 0119 (the “Security Agreement”).

WHEREAS, Secured Party has agreed to terminate, release and discharge its security interest in all of the trademarks subject to the Security Agreement, including the trademark listed on Schedule A (collectively, the “Trademarks”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Secured Party hereby agree as follows:

All of Secured Party’s security interests, liens, pledges, mortgages, and other encumbrances of any kind whatsoever created against the Trademarks pursuant to the Security Agreement (collectively, the “Security Interests”) are hereby automatically terminated, released and discharged, and the Secured Party shall sign any additional termination documents reasonably requested by Grantor at Grantor’s cost and expense, including filings with the U.S. Patent and Trademark Office against the Trademarks, as shall be necessary to effect the termination, release and discharge of all of the Security Interests, each at Grantor’s cost and expense.

If and to the extent that Secured Party has acquired any right, title or interest in or to any of the Trademarks, it hereby assigns and transfers (in each case, without any representation, warranty or recourse of any kind, including, without limitation, without any warranty of title) such rights, title or interest to Grantor, along with any goodwill in the Trademarks that the Secured Party may have acquired.

This Release shall be governed by the laws of the State of New York. This Release shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Release may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one and the same instrument, and any signature page delivered by electronic transmission shall have same effect as the delivery of an original thereof. EACH PARTY TO THIS RELEASE HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS RELEASE OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT HERETO, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH


CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS RELEASE MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, the undersigned has caused this document to be signed as of the date first set forth above by a duly authorized representative.

SECURED PARTY:

**FIRST-CITIZENS BANK & TRUST
COMPANY**

By: 
Name: Andres Aley
Title: Director

SCHEDULE A

| Trademark | Jurisdiction | Reg. No/Reg. Date | Owner |
|------------------|---------------------|-----------------------------|----------------------|
| ACTIVE INFUSION | USPTO | 4,517,622 April 22, 2014 | OCT Pharmacy, L.L.C. |

SCHEDULE A TO RELEASE OF TRADEMARK SECURITY AGREEMENT

RECORDED: 11/02/2022

**TRADEMARK
REEL: 007883 FRAME: 0773**