

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855444

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRC DEBTCO, LLC		11/20/2023	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CRITICALPOINT, LLC		
Street Address:	399 S Spring Avenue		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63110		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4525433	STERILE COMPOUNDING BOOT CAMP	
Registration Number:	3703764	THE VIRTUAL COMPOUNDER	
Registration Number:	3735915	CRITICALPOINT	
Registration Number:	3735930	CRITICALPOINT	
CORRESPONDENCE DATA			
Fax Number:	2033255001		
<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:	2033255049		
Email:	mholmes@fdh.com		
Correspondent Name:	Matthew Holmes		
Address Line 1:	Six Landmark Square		
Address Line 2:	Floor Six		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Matthew Holmes		
SIGNATURE:	/Matthew Holmes/		
DATE SIGNED:	11/22/2023		
Total Attachments: 4			
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TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “Release”) is made as of November 20, 2023, by TRC DEBTCO, LLC, in its capacity as administrative agent for the Secured Creditors (“Agent”) in favor of CRITICALPOINT, LLC, a Delaware limited liability company (the “Grantor”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, the Grantor and Agent were parties to that certain Second Lien Trademark Security Agreement dated as of April 10, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) and the Security Agreement, pursuant to which the Grantor granted a continuing security interest to Agent in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by the Grantor to Agent, including the Trademarks set forth on Schedule A attached hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on April 14, 2020, at Reel 6915, Frame 0727;

WHEREAS, the Grantor has requested that Agent terminate the Trademark Security Agreement, terminate the Security Agreement, and terminate and release its continuing security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to the Grantor; and

WHEREAS, the Grantor has satisfied and fulfilled all of its obligations to terminate the Security Agreement and the Trademark Security Agreement and terminate and release the Agent’s continuing security interest in the Trademarks and Trademark Collateral.

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

1. Agent hereby releases its continuing security interest in all of the Grantor’s right, title and interest in and to all Trademark Collateral, including, for the avoidance of doubt, the following:

(a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule A attached hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark or any Trademark licensed under any Intellectual Property License or

(iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

2. Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in and to the Trademarks and the Trademark Collateral. The Agent hereby authorizes each Grantor (or its designee) to file this Release with the United States Patent and Trademark Office.

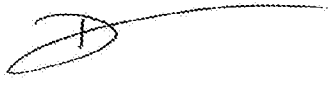
3. Agent hereby terminates the Trademark Security Agreement.

4. This Release shall be governed by, and construed in accordance with, the law of the State of New York.

[Signature Page Follows]

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

TRC DEBTCO, LLC, as Agent

By: 
Name: David Wolmer
Title: President

[Signature Page to Trademark Release and Reassignment]

TRADEMARK
REEL: 008267 FRAME: 0048

SCHEDULE A

Mark	Registration Office	Registrant/ Applicant	Jurisdiction	Registration/ Application No.	Date of Issuance/ Registration/ Filing
"Sterile Compounding Bootcamp"	USPTO	CP	United States	4525433	05/06/2014
"The Virtual Compounder"	USPTO	CP	United States	3703764	10/27/2009
"CriticalPoint"	USPTO	CP	United States	3735915	01/12/2010
"CriticalPoint" and logo	USPTO	CP	United States	3735930	01/12/2010