

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JEFFERIES FINANCE LLC		11/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HDM PHARMACY, LLC		
Street Address:	ONE GORHAM ISLAND		
Internal Address:	SUITE 300		
City:	WESTPORT		
State/Country:	CONNECTICUT		
Postal Code:	06880		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4740264	RESOLVET	
Registration Number:	4653412	HAGYARD	
Registration Number:	5021978	RELYNEGI	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	2124552592		
Email:	ksolomon@stblaw.com		
Correspondent Name:	COURTNEY WELSHIMER, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	003364/0002		
NAME OF SUBMITTER:	COURTNEY WELSHIMER		
SIGNATURE:	/CW/		
DATE SIGNED:	11/28/2023		

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Total Attachments: 5

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RELEASE OF SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS RELEASE OF SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Release”), dated as of November 15, 2023, is made by Jefferies Finance LLC, as collateral agent (in such capacity, the “Agent”), in favor of HDM PHARMACY, LLC (the “Grantor”), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of February 15, 2018 (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”), by and among the Grantor and the other parties party thereto in favor of the Agent, and that certain agreement described on Annex I attached hereto (the “Trademark Security Agreement”) between the Grantor and the Agent, the Grantor granted a lien on and security interest in (collectively, the “Security Interest”) all of the Grantor’s right, title and interest in, to and under the Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, the Trademarks described on Annex II hereto and the goodwill associated with such Trademarks, to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) in full of the Obligations; and

WHEREAS, the Agent now desires to terminate and release the Trademark Security Agreement and the entirety of its Security Interest in the Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, the Trademarks described on Annex II attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

1. Definitions. Capitalized terms not defined herein have the meanings set forth in the Security Agreement or Trademark Security Agreement, as applicable.

2. Release of Security Interest. The Agent, without recourse, representation or warranty, hereby: (i) terminates and cancels the Trademark Security Agreement, (ii) terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantor, and its successors and assigns, the Agent’s Security Interest in the Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, the Trademarks described on Annex II attached hereto and the goodwill associated with such Trademarks, and (iii) re-assigns, re-transfers and re-conveys to the Grantor any right, title or interest that the Agent may have acquired in and to the Collateral (as such term is defined in the Trademark Security Agreement), including, without limitation, the Trademarks described on Annex II attached hereto and the goodwill associated with such Trademarks. The Agent hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantor, to evidence and effectuate the release and termination of the Agent’s Security Interest in the Collateral.

3. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. Electronic signatures will have the same force and effect as manual signatures.

4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

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

Jefferies Finance LLC, as the Agent

By: Peter Cucchiara

Name:

Title: Peter Cucchiara
Senior Vice President

ANNEX I

Second Lien Grant of Security Interest in Trademark Rights by HDM Pharmacy, LLC, in favor of Jefferies Finance LLC, as Agent, dated as of March 15, 2021 and recorded with the United States Patent and Trademark Office on March 18, 2021 at Reel 7224, Frame 0368.

ANNEX II

Trademark Registrations

March 15, 2021 Second Lien Grant of Security Interest in Trademark Rights recorded at Reel 7224,
Frame 0368

<u>OWNER</u>	<u>SERIAL NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
<u>HDM PHARMACY, LLC</u>	<u>86191953</u>	<u>4740264</u>	<u>RESOLVET</u>
<u>HDM PHARMACY, LLC</u>	<u>85787786</u>	<u>4653412</u>	<u>HAGYARD</u>
<u>HDM PHARMACY, LLC</u>	<u>86864219</u>	<u>5021978</u>	<u>RELYNEGI</u>