

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502529

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMORGAN CHASE BANK, N.A.		12/13/2018	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	G & W LABORATORIES, INC.		
<b>Street Address:</b>	111 COOLIDGE STREET		
<b>City:</b>	SOUTH PLAINFIELD		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07080		
<b>Entity Type:</b>	Corporation: NEW JERSEY		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2577687	G&W	
<b>Registration Number:</b>	2606786	G&W	
<b>Registration Number:</b>	3012656	HYCET	
<b>Serial Number:</b>	87451920	FLIP THE SCRIPT ON RX PRICES	
<b>Serial Number:</b>	87451907	FLIPT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	(212) 455-3222		
<b>Email:</b>	ksolomon@stblaw.com		
<b>Correspondent Name:</b>	ALEXANDER RAYTMAN, ESQ.		
<b>Address Line 1:</b>	SIMPSON THACHER & BARTLETT LLP		
<b>Address Line 2:</b>	425 LEXINGTON AVENUE		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1938		
<b>NAME OF SUBMITTER:</b>	ALEXANDER RAYTMAN		
<b>SIGNATURE:</b>	/AR/		

CH \$140.00 2577687

<b>DATE SIGNED:</b>	12/18/2018
---------------------	------------

**Total Attachments: 4**  
source=GW Payoff - Trademark Release (6194-0555) (002)#page1.tif  
source=GW Payoff - Trademark Release (6194-0555) (002)#page2.tif  
source=GW Payoff - Trademark Release (6194-0555) (002)#page3.tif  
source=GW Payoff - Trademark Release (6194-0555) (002)#page4.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release") dated as of December 13, 2018, is made by JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent"), party to the Credit Agreement, dated as of October 7, 2015, among the Borrower (as defined below), the Lenders and the Agent (as amended by the October 2018 letter agreement, dated as of October 1, 2018, and the November 2018 letter agreement, dated as of November 6, 2018, and as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), in favor of G & W LABORATORIES, INC., a New Jersey corporation, with an address at 111 Coolidge Street, South Plainfield, NJ 07080, (the "Borrower").

WITNESSETH:

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement, dated as of October 7, 2015 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), Borrower has pledged and granted a continuing security interest in all Intellectual Property, including the Trademarks of the Borrower to the Agent for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of October 31, 2017, among the Agent and Borrower (the "Trademark Security Agreement"), Borrower, by reference to the Guarantee and Collateral Agreement, reaffirmed its intent to grant the security interest in, and a right of setoff against, in and to all of Borrower's right, title and interest in the Trademarks (including, without limitation, those items listed on Schedule A hereto) to the Agent (collectively, the "Collateral");

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 1, 2017 at Reel 6194 and Frame 0555; and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Collateral;

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

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings provided or provided by reference in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable.

2. Termination and Release of Security Interest. The Agent hereby terminates, releases, terminates, cancels and discharges, without recourse, representation or warranty, in its entirety its security interest in and a right of setoff against, the Collateral, and re-assigns, re-

transfers and re-conveys to the Borrower, any and all right, title or interest the Agent may have in such Collateral. The Agent hereby terminates the Trademark Security Agreement.

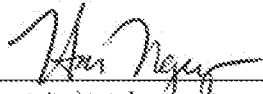
3. Further Assurances. Agent agrees to take all further actions, and provide to the Borrower, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Borrower, at the Borrower's sole cost and expense, to more fully and effectively effectuate the purposes of this Termination and Release. Agent hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office record this Termination and Release.

4. Governing Law. This Termination and Release 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 Termination and Release by its duly authorized officer as of the date first above written.

JPMORGAN CHASE BANK, N.A.,  
As Administrative Agent for the Lenders

By:   
Name: Hai Nguyen  
Title: Authorized Officer

*[Signature Page to Release of Trademarks]*

## SCHEDULE A

### U.S. Trademark Registrations

<b>Trademark</b>	<b>Owner</b>	<b>Reg. No./ App. No.</b>
G&W (Word Mark)	G & W Laboratories, Inc.	2577687
[design only]	G & W Laboratories, Inc.	2606786
HYCET	G & W Laboratories, Inc.	3012656

### U.S. Trademark Applications

<b>Trademark</b>	<b>Owner</b>	<b>Reg. No./ App. No.</b>
FLIP THE SCRIPT ON RX PRICES	G & W Laboratories, Inc.	87/451,920
FLIPT	G & W Laboratories, Inc.	87/451,907