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### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM620296 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
White Oak Global Advisors, LLC, as Administrative Agent			Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Wellstat Biologics Corporation	
Street Address:	14200 Shady Grove Road, Suite 600	
City:	Rockville	
State/Country:	MARYLAND	
Postal Code:	20850	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3288601	WELLSTAT BIOLOGICS

### **CORRESPONDENCE DATA**

**Fax Number:** 2029425999

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:** 2029426989

**Email:** john.rynkiewicz@arnoldporter.com,

cassandra.urbany@arnoldporter.com

Correspondent Name: John P. Rynkiewicz

Address Line 1: 601 Massachusetts Ave., NW

Address Line 2: IP Docketing

Address Line 4: Washington, D.C. 20001-3743

ATTORNEY DOCKET NUMBER:	1030786.0003
NAME OF SUBMITTER:	John P. Rynkiewicz
SIGNATURE:	/John P. Rynkiewicz/
DATE SIGNED:	01/14/2021

### **Total Attachments: 5**

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### TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This Termination and Release of Trademark Security Agreement is made as of January 8, 2021, ("Release") by WHITE OAK GLOBAL ADVISORS, LLC, a Delaware limited liability company ("Administrative Agent") in favor of WELLSTAT BIOLOGICS CORPORATION, a Delaware corporation ("Grantor"). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.

**WHEREAS**, the Grantor and the Administrative Agent and the other parties thereto entered into that certain Loan Agreement, dated August 1, 2013.

**WHEREAS,** in connection with the Loan Agreement, the Grantor entered into a Trademark Security Agreement, dated August 1, 2013, with the Administrative Agent, notice of which was recorded at the United States Patent and Trademark Office on August 15, 2013, at Reel 005092, Frames 0069 to 0077.

**WHEREAS,** under the Trademark Security Agreement, the Grantor granted to the Administrative Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under the Trademark Collateral.

**WHEREAS,** the Administrative Agent has agreed to terminate and release its security interest in all such Trademark Collateral as herein provided.

**NOW, THEREFORE,** for good and valuable consideration, including the satisfaction of all obligations, indebtedness, and liabilities secured by Trademark Collateral pursuant to the Trademark Security Agreement and the Loan Agreement, the receipt and adequacy of which are hereby acknowledged and upon the terms set forth in this Release, the Administrative Agent agrees as follows:

Section 1. The Administrative Agent hereby terminates, releases and discharges its security interest in the Trademark Collateral under the Trademark Security Agreement, including without limitation (i) the Trademarks listed on **Schedule A** attached hereto, including registrations and applications thereto and with respect to any and all of the foregoing; (ii) the goodwill of the business symbolized thereby; (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present, and future infringement or dilution thereof or for any injury to goodwill; (v) all licenses, claims, damages, and proceeds of suit arising therefrom; and (vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof. Any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void, and the Administrative Agent hereby reassigns any and all interest that it may have therein to the Grantor.

Section 2. The Administrative Agent hereby authorizes the filing of this Release in the United States Patent and Trademark Office by the Grantor or its designees.

<u>Section 3</u>. This Release may be executed and delivered by e-mail or other means of electronic transmission (including .pdf), and such transmission shall constitute an original for all purposes.

Section 4. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[Signature page follows.]

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed and delivered by its duly authorized officer as of the day and year first written above.

WHITE OAK GLOBAL ADVISORS, LLC, as Administrative Agent

y: \_\_**/\_\_**/

Name: Barbara J. Š. McKee

Title: Managing Partner

## **SCHEDULE A**

(See attached page)

SCHEDULE A
TO TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

## TRADEMARKS

WELLSTAT BIOLOGICS	Trademark
United States 05; 42	Country
05; 42	Class
4/13/2004	App. Date
78401235	App. No.
9/4/2007	Reg. Date
3288601	Reg. No.
Registered	Status

TRADEMARK REEL: 007162 FRAME: 0194

**RECORDED: 01/14/2021**