

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621293

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BMO Harris Bank, N.A.	FORMERLY Harris Trust and Savings Bank	01/13/2021	banking corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	Morton Grove Pharmaceuticals, Inc.
Street Address:	6451 West Main Street
City:	Morton Grove
State/Country:	ILLINOIS
Postal Code:	60053
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1418112	MYTUSSIN DM
Registration Number:	1423581	MYPHETANE
Registration Number:	1423586	MYPHETAPP
Registration Number:	1423591	MYMINIC
Registration Number:	1810428	MYTUSSIN
Registration Number:	2643928	TANNIHIST-12
Serial Number:	76316865	C-PHED TANNATE
Serial Number:	76316866	BROMAXEFED
Serial Number:	76316867	PYRILAFEN TANNATE-12
Serial Number:	76316944	CARBAXEFED
Serial Number:	76344188	PHENCLOR TANNATE

CORRESPONDENCE DATA

Fax Number: 2125215450

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: 212-549-4195

Email: cnye@reedsmith.com

Correspondent Name: Peter A. Emmi, Reed Smith LLP

Address Line 1: 599 Lexington Avenue

TRADEMARK

Address Line 2: 23rd Floor
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Peter A. Emmi

SIGNATURE: /Peter A. Emmi/

DATE SIGNED: 01/20/2021

Total Attachments: 7

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CONFIRMATION OF RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("**Release**") is made and effective as of January 13, 2021, by BMO Harris Bank, N.A. formally known as Harris Trust and Savings Bank (the "**Collateral Agent**"), an Illinois banking corporation, as collateral agent under the Security Agreement referred to below, in favor of Morton Grove Pharmaceuticals, Inc., a Delaware corporation (the "**Grantor**").

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of January 31, 2003, attached hereto as Exhibit A (the "**Security Agreement**") between the Grantor and the Collateral Agent, the Grantor granted a security agreement in certain of its trademarks described in Schedule A of Exhibit A attached hereto (the "**Trademark Collateral**") to Collateral Agent.

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office at Reel 002667, Frame 0599 on February 11, 2003; and

WHEREAS, the Grantor has requested that the Collateral Agent confirm that the Security Agreement has terminated in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent may have in the Trademark Collateral pursuant to the Security Agreements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby states as follows:

1. Release of Security Interest. Collateral Agent hereby confirms the termination of the Security Agreement and the termination, release and discharge of any of the security interests that Collateral Agent has pursuant to the Security Agreements in any and all right, title and interest of the Grantor's Trademark Collateral.

2. Governing Law. 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 Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

BMO Harris Bank, N.A., as Collateral Agent

By: Jack J. Kane
Name: JACK J. KANE
Title: MANAGING DIRECTOR

Exhibit A
Trademark Security Agreement

See attached.

02-11-2003

REC



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

2-11-03

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 2.11.03
 Morton Grove Pharmaceuticals, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Trademark Collateral Agreement

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: Harris Trust and Savings Bank, as Agent
 Internal Address: _____
 Street Address: 111 West Monroe Street
 City: Chicago State: IL ZIP: 60603

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other an Illinois banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Trademark Collateral Agreement

Execution Date: January 31, 2003

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
See Schedule A attached hereto
1418112

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
See Schedule A attached hereto

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: _____
 Internal Address: _____

RETURN TO:
FEDERAL RESEARCH CORP
1030 15th STREET NW
SUITE 920
WASHINGTON, DC 20005
 City: _____ State: _____ Zip: _____
 02/12/2003 6TON11 00000054 1418112

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41)..... \$290⁰⁰

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

01 FC:8521 40.00 OP
 02 FC:8522 250.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Elizabeth A. Szklarz
 Name of Person Signing

Elizabeth A. Szklarz
 Signature

2/6/03
 Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

1337102

TRADEMARK
 REEL: 002667 FRAME: 0588

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

REGISTERED U.S. TRADEMARKS

Registered Trademarks	Registration Number	Registration Date
Mytussin DM	1,418,112	11/25/86
Myphetane	1,423,581	1/6/87
Myphetapp	1,423,586	1/6/87
Myminic	1,423,591	1/6/87
Mytussin	1,810,428	12/14/93
Tannihist-12	2,643,928	10/29/02

U.S. TRADEMARK APPLICATIONS

Marks	Application Serial Number	Application Filing Date
C-Phed Tannate	76/316,865	9/25/01
Bromaxefed	76/316,866	9/25/01
Pyrilafen Tannate-12	76/316,867	9/25/01
Carbaxefed	76/316,944	9/25/01
Phenclor Tannate	76/344,188	10/30/01

CANADIAN TRADEMARK APPLICATIONS

Marks	Application Serial Number	Application Filing Date
Tannihist-12	109403600	2/23/01

COMMUNITY TRADEMARK APPLICATIONS

Marks	Application Serial Number	Application Filing Date
Tannihist-12	2099133	2/22/01

TRADEMARK COLLATERAL AGREEMENT

This 31st day of January, 2003, MORTON GROVE PHARMACEUTICALS, INC., a Delaware corporation (the "*Debtor*"), with its principal place of business and mailing address at 6451 West Main Street, Morton Grove, Illinois 60053 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants a continuing security interest to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as agent hereunder for the Secured Creditors defined in that certain Security Agreement referred to below (said HTSB acting as such agent and any successor or successors to said HTSB in such capacity being hereinafter referred to as the "*Secured Party*"), in the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by a Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations as set out in that certain Security Agreement dated as of even date herewith between Debtor and Secured Party, as the same may be amended, supplemented, restated, or modified from time to time (the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other absolute assignment to Secured Party of any of the foregoing property described in clauses (i) and (ii) above, but rather shall operate only to create a security interest for collateral purposes in favor of Secured Party in order to secure the Secured Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the trademarks, trademark registrations, and trademark applications granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

MORTON GROVE PHARMACEUTICALS, INC.

By *Richard Lopatin*
Name Richard Lopatin
Title Chief Financial Officer and Vice President

Accepted and agreed to in Chicago, Illinois, as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Secured Party

By _____
John M. Dillon, Managing Director