CH \$40.00 428

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM718491

Stylesheet Version v1.2

| SUBMISSION TYPE: | NEW ASSIGNMENT | |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | Release of Security Interest at Reel/Frame 007237/0868 | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|--|
| Guggenheim Credit Services, LLC as successor to Guggenheim Corporate Funding, LLC | | 04/01/2022 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| Name: | ExceleraRx, LLC |
|-------------------|-------------------------------------|
| Street Address: | 100 Technology Center Drive |
| Internal Address: | 6th Floor |
| City: | Stoughton |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02072 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 4286469 | EXCELERA |

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 6179517169

Email: catherine.murray@ropesgray.com

Correspondent Name: Catherine Murray

Address Line 1: Prudential Tower, 800 Boylston Street

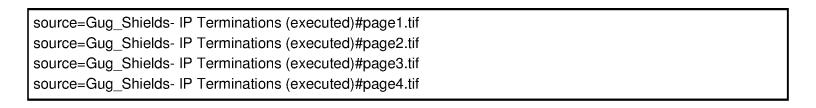
Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

| ATTORNEY DOCKET NUMBER: 8286-858-002 | |
|--------------------------------------|------------------|
| NAME OF SUBMITTER: | Catherine Murray |
| SIGNATURE: | /cmurray/ |
| DATE SIGNED: | 04/01/2022 |

Total Attachments: 4

TRADEMARK
REEL: 007678 FRAME: 0387



TRADEMARK REEL: 007678 FRAME: 0388

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Termination and Release"), dated as of April 1, 2022, is made by Guggenheim Credit Services, LLC (as successor to Guggenheim Corporate Funding, LLC), as Collateral Agent for the Secured Parties (in such capacity, the "Collateral Agent") in favor of the Grantor (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Notice and Confirmation of Grant of Security Interest in Trademarks dated as of March 30, 2021, entered into pursuant to that certain Pledge and Security Agreement, dated as of March 30, 2021 (as amended, restated, supplemented or otherwise modified from time to time), and recorded with the Trademark Division of the United States Patent and Trademark Office on March 30, 2021 at Reel/Frame 007237/0868 (the "<u>Trademark Security Agreement</u>"), a lien on and security interest (the "<u>Security Interest</u>") was granted by ExceleraRx, LLC, a Delaware limited liability (the "<u>Grantor</u>") to the Collateral Agent in the Trademark Collateral, including but not limited to the Trademarks set forth on Schedule A hereto (the "Released Trademarks");

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Released Trademarks;

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

- 1. <u>Definitions</u>. Capitalized terms not defined herein shall have the meanings set forth in the Trademark Security Agreement.
- 2. <u>Release of Security Interest</u>. The Collateral Agent, without representation, warranty or recourse, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all Security Interest in the Released Trademarks, and any right, title or interest of the Collateral Agent in the Released Trademarks shall hereby cease and become void, and hereby assigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by the Collateral Agent, any and all of the Collateral Agent's right, title and interest in and to the Released Trademarks.
- 3. <u>Recordation</u>. The Collateral Agent authorizes Grantor and its agents and designees to record this Termination and Release with the United States Patent and Trademark Office or any other applicable governmental authority or agency at Grantor's expense.
- 4. <u>Further Assurances</u>. The Collateral Agent further agrees to execute and deliver to the Grantor and its agents and designees any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably request (at the Grantor's expense) in order to carry out the purposes of this Termination and Release and confirm the Grantor's right, title and interest in, to and under the Released Trademarks.
- 5. <u>Choice of Law.</u> THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE

TRADEMARK REEL: 007678 FRAME: 0389 APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

[Signature page follows]

2

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.

GUGGENHEIM CREDIT SERVICES, LLC,

as Collateral Agent

| By: | Units/ | |
|--------|------------------|--|
| Name: | Julio Quintero | |
| Title: | Attorney-in-Fact | |
| | | |

REEL: 007678 FRAME: 0391

Schedule A

TRADEMARK REGISTRATIONS AND APPLICATIONS

| <u>Mark</u> | App./ Reg.No. | Filing Date | Registration Date |
|-------------|---------------|---------------|-------------------|
| EXCELERA | 4,286,469 | Jul. 14, 2010 | Feb. 5, 2013 |

LEGAL_US_E # 161675322.2

RECORDED: 04/01/2022

TRADEMARK
REEL: 007678 FRAME: 0392