# CH \$115.00.00 9000925

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI9908

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

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Harrow, Inc. f/k/a Harrow Health, Inc.		02/01/2024	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Company Name:	Melt Pharmaceuticals, Inc.
Street Address:	102 WOODMONT BOULEVARD
Internal Address:	SUITE 610
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37205
Entity Type:	Corporation: DELAWARE

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	90009253	MAKING NEEDLES POINTLESS
Serial Number:	90009224	M MELT PHARMACEUTICALS
Serial Number:	90004869	MELT PHARMACEUTICALS
Registration Number:	5158235	MKO MELT

### **CORRESPONDENCE DATA**

**Fax Number:** 3142311776

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:** 3148898000

**Email:** uspt@polsinelli.com,jdesilva@polsinelli.com

Correspondent Name: Laila S. Wolfgram
Address Line 1: PO Box 140310

Address Line 4: Kansas City, MISSOURI 64114-0310

ATTORNEY DOCKET NUMBER:	109554-697186
NAME OF SUBMITTER:	JUNE DESILVA
SIGNATURE:	JUNE DESILVA
DATE SIGNED:	02/09/2024

TRADEMARK REEL: 008341 FRAME: 0392

### **Total Attachments: 3**

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TRADEMARK REEL: 008341 FRAME: 0393

### RELEASE OF TRADEMARK SECURITY AGREEMENT

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (the "Release") is made on this 1st day of February, 2024, by Harrow, Inc. f/k/a Harrow Health, Inc., a Delaware corporation (the "Secured Party") to Melt Pharmaceuticals, Inc., a Delaware corporation (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement, dated as of September 1, 2021 (as supplemented, modified, amended, amended and restated, or replaced in writing from time to time, the "Security Agreement"; unless otherwise defined herein, terms defined in the Security Agreement and used herein shall have the meaning given to them in the Security Agreement), by and between the Secured Party, Grantor, and others who were party thereto, and that certain Trademark Security Agreement, dated as of September 1, 2021 (the "TSA"), by and between the Secured Party and Grantor, Grantor pledged and granted to the Secured Party a security interest in all of the Grantor's right, title, and interest in the Trademark Collateral (as such term is defined in the TSA), including, without limitation, the Trademarks set forth on Exhibit A attached hereto, and all Proceeds and products thereof;

**WHEREAS**, the TSA was recorded at the United States Patent and Trademark Office ("<u>USPTO</u>") on September 2, 2021, at Reel 7411 and Frame 0566; and

**WHEREAS**, the Secured Party has agreed to terminate the TSA and terminate, discharge and release all of its security interest in and to all of the Trademark Collateral, whether such security interest has been recorded with the USPTO.

**NOW**, **THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Secured Party hereby states as follows:

The Secured Party hereby terminates, without recourse, representation or warranty of any kind or nature, the TSA and terminates, releases, and discharges, without recourse, representation or warranty of any kind or nature, all mortgages, liens, security interests, and any other rights, title, and interest whatsoever, that are or may have been granted to the Secured Party in and to the Trademark Collateral, including without limitation, any Trademarks identified on *Exhibit A*, attached hereto and herein incorporated by reference, and all proceeds and products thereof. Furthermore, for clarity, the Secured Party reassigns to the Grantor, without recourse, representation or warranty of any kind or nature, any and all right, title, and interest that it may have, in, to, and under the Trademark Collateral. The Secured Party hereby authorizes the filing of this Release with the USPTO and hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby, which shall be at the Grantors' sole cost and expense.

This Release shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to its choice of law principles which would result in the application of another jurisdiction.

[signature page follows]

TRADEMARK REEL: 008341 FRAME: 0394 **IN WITNESS WHEREOF**, the Secured Party has caused this Release to be duly executed as of the date first written above.

**HARROW, INC.** f/k/a Harrow Health, Inc., as Secured Party

DocuSigned by:

Name: Andrew R. Boll

Title: Chief Financial Officer and Secretary

# Exhibit A

Trade Mark	Status	Registration/ Application Numbers	Registration Date/ Application Date
MAKING NEEDLES POINTLESS	Pending	App. No. 90009253	Filed 6-18-2020
melt PHARMACEUTICALS	Pending	App. No. 90009224	Filed 6-18-2020
MKO MELT	Registered	Reg. No. 5158235	Registered 3-7-2017
MELT PHARMACEUTICALS	Abandoned	App. No. 90004869	Filed 6-16-2020

**RECORDED: 02/09/2024** 

TRADEMARK REEL: 008341 FRAME: 0396