

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI137413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CANADIAN IMPERIAL BANK OF COMMERCE		03/29/2024	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Company Name:	DYNALABS, LLC		
Street Address:	2327 CHOUTEAU AVENUE		
City:	SAINT LOUIS		
State/Country:	MISSOURI		
Postal Code:	63103		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4411858	PASS	
Registration Number:	4115580	DVX	
Registration Number:	3102065	DYNALABS	
CORRESPONDENCE DATA			
Fax Number:	4168657380		
<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>			
Phone:	4168657697		
Email:	jkkim@torys.com		
Correspondent Name:	Ms. Julie Kim		
Address Line 1:	79 Wellington Street		
Address Line 2:	30th Floor, TD South tower		
Address Line 4:	Toronto, CANADA M5K 1N2		
ATTORNEY DOCKET NUMBER:	41125-0009		
NAME OF SUBMITTER:	Julie Kim		
SIGNATURE:	Julie Kim		
DATE SIGNED:	04/02/2024		
Total Attachments: 4			
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RELEASE OF SECURITY IN PATENTS AND TRADEMARKS

This RELEASE OF SECURITY IN PATENTS AND TRADEMARKS (this “**Release**”), dated as of March 29, 2024 (the “**Effective Date**”), is made by Canadian Imperial Bank of Commerce, as agent (in such capacity, and its successors and permitted assigns in such capacity, the “**Agent**”) for the Secured Parties (as defined in the Pledge and Security Agreement, defined below) and DynaLabs, LLC, a Missouri limited liability company (the “**Debtor**”).

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of June 18, 2021 (as may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”) among the Debtor, the other debtors party thereto and the Agent, the Debtor granted a security interest to the Agent in and to certain collateral.

AND WHEREAS, pursuant to the Pledge and Security Agreement, the Debtor executed and delivered that certain Patent and Trademark Security Agreement, dated as of June 18, 2021 (the “**Patent and Trademark Security Agreement**”), pursuant to which the Debtor pledged, collaterally assigned and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under the Patent and Trademark Collateral (as defined in the Patent and Trademark Security Agreement), including the patents and trademark set out in Schedule A attached hereto.

AND WHEREAS, the Patent and Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame 7332/0100 and at Reel/Frame 056606/0032; and

WHEREAS, the Agent has agreed to terminate and release its security interest in and to the Patent and Trademark Collateral.

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Pledge and Security Agreement or the Patent and Trademark Security Agreement, as applicable.

2. Release. The Agent hereby fully releases, discharges, terminates and cancels its security interest in and to all of the Debtor’s right, title and interest in, to and under the Patent and Trademark Collateral, including the patents and trademarks set forth on Schedule A attached hereto. If and to the extent that the Agent has acquired any right, title or interest in and to the Patent and Trademark Collateral under the Pledge and Security Agreement or the Patent and Trademark Security Agreement, the Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Debtor.

3. Termination. The Agent terminates and cancels the Patent and Trademark Security Agreement.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Debtor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Debtor, at the Debtor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Choice of Law. THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

6. Electronic Signature and Counterparts. Delivery of an executed signature page to this Release by the Agent by facsimile or other electronic form of transmission shall be as effective as delivery by the Agent of a manually executed copy of this Release by the Agent. This Release may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

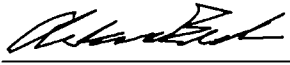
[Signature page follows]

CANADIAN IMPERIAL BANK OF COMMERCE,

as Agent

By: 

Name: Vidur Parmar
Title: Authorized Signatory

By: 

Name: Adam Brush
Title: Authorized Signatory

Schedule A
RELEASE OF SECURITY IN PATENTS AND TRADEMARKS

Patents and Patent Applications

<u>Registered Owner</u>	<u>Patent</u>	<u>Filing Office / Jurisdiction</u>	<u>Filing Date</u>	<u>Status</u>	<u>Application / Registration No.</u>
Dynalabs, LLC	Interactive Method of Providing Analysis of Potency and Purity of Pharmaceutical Compounds	United States of America	February 4, 2005	Issued	7197405
Dynalabs, LLC	On-Site Method of Providing Analysis of Potency and Purity of Pharmaceutical Compounds	United States of America	March 22, 2007	Issued	7660678

Trademark Registrations and Applications

<u>Registered Owner</u>	<u>Trademark</u>	<u>Filing Office / Jurisdiction</u>	<u>Filing Date</u>	<u>Status</u>	<u>Application / Registration No.</u>
Dynalabs, LLC	PASS	United States of America	May 30, 2012	Registered	4411858
Dynalabs, LLC	DVX	United States of America	May 13, 2010	Registered	4115580
Dynalabs, LLC	DYNALABS	United States of America	October 19, 2004	Registered	3102065