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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM542937

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Savings Fund Society, FSB		09/26/2019	Federal Savings Bank: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Nalpropion Pharmaceuticals, Inc.		
Street Address:	10 North Park Place		
Internal Address:	Suite 201		
City:	Morristown		
State/Country:	NEW JERSEY		
Postal Code:	07960		
Entity Type:	Corporation: DELAWARE		

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

Property Type	Number	Word Mark
Registration Number:	5586961	GET CONTRAVE NOW
Serial Number:	87307659	GCN
Serial Number:	88044499	NALPROPION PHARMACEUTICALS
Serial Number:	88002407	NALPROPION

#### **CORRESPONDENCE DATA**

**Fax Number:** 2127352000

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:** 212-735-2811

Email: mribando@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square
Address Line 2: Monique L. Ribando

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	111760/7
NAME OF SUBMITTER:	Oren Epstein
SIGNATURE:	/OE/
DATE SIGNED:	09/27/2019

TRADEMARK REEL: 006757 FRAME: 0418

# Total Attachments: 4

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#### TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release"), effective as of September 26, 2019, is made by Wilmington Savings Fund Society, FSB, as collateral agent (in such capacity, the "Agent") for the lenders (each, a "Lender" and, collectively, the "Lenders"; and together with the Agent, the "Lender Group") from time to time party to the Credit Agreement referred to below, in favor of Nalpropion Pharmaceuticals, Inc., a Delaware corporation ("Grantor"). Unless otherwise defined herein, capitalized terms defined in the Trademark Security Agreement or Security Agreement (each as defined below) and used herein have the meaning given in such agreement, as applicable.

WHEREAS, Grantor, its Subsidiaries, the Guarantors and the Lender Group entered into a Credit Agreement dated as of July 27, 2018 (as it may have been amended, restated, supplemented, or modified from time to time, the "Credit Agreement");

WHEREAS, Grantor and the Agent entered into a Pledge and Security Agreement dated as of July 27, 2018 (as it may have been amended, restated, supplemented, or modified from time to time, the "Security Agreement" and, together with the Credit Agreement, the "Collateral Agreements"), pursuant to which Grantor has granted to Agent, for the benefit of the Lender Group, a security interest in and continuing lien on, all of Grantor's right, title and interest in, to and under all Collateral, including, without limitation, the Trademark Collateral; and

WHEREAS, pursuant to the Collateral Agreements and the other Loan Documents, the Grantor executed and delivered to Agent a Trademark Security Agreement, dated as of July 27, 2018, which was recorded in the United States Patent and Trademark Office on May 6, 2019 at Reel/Frame 6635/0976 (as it may have been amended, restated, supplemented, or modified from time to time, the "Trademark Security Agreement"), pursuant to which Grantor granted and pledged and confirmed any grant or pledge made pursuant to the Security Agreement, as the case may be, to the Agent, for the ratable benefit of the Lender Group, of a security interest in, and continuing lien on, all of Grantor's right, title and interest in, to and under the Trademark Collateral (together with the security interest and lien in the Trademark Collateral granted under the Security Agreement, the "Security Interest"), including but not limited to the trademark applications and trademark registrations listed in Schedule A attached hereto (collectively, the "Released Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Agent does hereby (i) terminate, release and forever fully discharge its Security Interest in the Released Trademarks, (ii) terminate the Trademark Security Agreement, and (iii) reassign to Grantor any right, title or interest of Agent in or to the Released Trademarks. Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release. This Agreement shall be governed by, and construed in accordance with the laws of the State of New York without regard to its conflict of law principles. Delivery of an executed counterpart of a signature page to this Release by facsimile (or other electronic transmission) shall be as effective as delivery of an original executed counterpart of this Release. It is understood and agreed that the Agent is executing this Release at the direction of the Lenders and that the Agent is entitled to all of its

> TRADEMARK REEL: 006757 FRAME: 0420

rights, protections, indemnities, privileges and immunities set forth in the Credit Agreement as if fully set forth herein. [Signature on following page.]

Termination and Release of Trademark Security Agreement

TRADEMARK

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### AGENT:

Wilmington Savings Fund Society, FSB, as Agent

By:

Name:

Geoffrey J. Lewis

Title:

Vice President

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# **SCHEDULE A**

Case No.	Trademark	App. No. App. Date	Reg No. Reg Date.	Classiesi
OREX.391T	GET CONTRAVE NOW	87/301,815 01/13/17	5586961 10/16/18	5, 44
OREX.396T	GCN	87/307,659 01/19/17		Withdrawn
	<b>1 Warnion</b>	88044499 7/19/2018		5
	NALPROPION	88002407 6/5/2018		5

**RECORDED: 09/27/2019** 

TRADEMARK
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