

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM598961

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest Recorded at Reel/Frames 5684/0796, 5991/0711, 7024/0733

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Collateral Agent		09/22/2020	Chartered Bank: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	Adare Pharmaceuticals, Inc.
<b>Street Address:</b>	1200 Lenox Drive, Suite 100
<b>Internal Address:</b>	Princeton Pike Corporate Center
<b>City:</b>	Lawrenceville
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08648
<b>Entity Type:</b>	Corporation: NEVADA
<b>Name:</b>	Activ Nutritional, LLC
<b>Street Address:</b>	1200 Lenox Drive, Suite 100
<b>Internal Address:</b>	Princeton Pike Corporate Center
<b>City:</b>	Lawrenceville
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08648
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	Adare Pharmaceuticals USA, Inc.
<b>Street Address:</b>	1200 Lenox Drive, Suite 100
<b>Internal Address:</b>	Princeton Pike Corporate Center
<b>City:</b>	Lawrenceville
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	08648
<b>Entity Type:</b>	Corporation: DELAWARE

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
<b>Registration Number:</b>	3175614	ADVATAB
<b>Registration Number:</b>	3659316	ADVATAB
<b>Registration Number:</b>	5132075	#BEACTIV

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5118075	CHEWS TO BE STRONG
Registration Number:	5118073	CHEWS TO MAKE A DIFFERENCE
Registration Number:	5073522	VIActiv LIFESTYLE
Registration Number:	2465643	VIActiv V
Registration Number:	2248302	VIActiv
Registration Number:	2531197	ACTIVE NUTRITION FOR WOMEN BY WOMEN
Registration Number:	4869227	ORBIS BIOSCIENCES
Registration Number:	5192132	PRECISION PARTICLE FABRICATION
Registration Number:	4802411	OPTIM $\mu$ M
Registration Number:	4989255	UNISUN

**CORRESPONDENCE DATA**

Fax Number: 3128622200

*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: 3128628738

Email: michelle.nowicki@kirkland.com

Correspondent Name: Michelle Nowicki

Address Line 1: 300 N. LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	36772-221
NAME OF SUBMITTER:	Michelle Nowicki
SIGNATURE:	/Michelle Nowicki/
DATE SIGNED:	09/22/2020

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

TERMINATION AND RELEASE (this "Termination and Release") dated as of September 22, 2020, from BANK OF MONTREAL, as collateral agent (the "Collateral Agent") to ADARE PHARMACEUTICALS, INC., ACTIV NUTRITIONAL, LLC and ADARE PHARMACEUTICALS USA, INC. (each a "Grantor" and collectively, the "Grantors").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of December 2, 2015 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Security Agreement"), the Grantors granted a security interest (the "Security Interest") to the Collateral Agent in certain collateral;

WHEREAS, pursuant to (i) that certain U.S. Trademark Security Agreement, dated as of December 2, 2015 ( the "Trademark Security Agreement 1"), by Adare Pharmaceuticals, Inc., in favor of the Collateral Agent, (ii) that certain U.S. Trademark Security Agreement, dated as of February 8, 2017 (the "Trademark Security Agreement 2"), by Activ Nutritional, LLC, in favor of the Collateral Agent, and (iii) that certain U.S. Trademark Security Agreement, dated as of August 11, 2020 ( the "Trademark Security Agreement 3" and, together with the Trademark Security Agreement 1 and the Trademark Security Agreement 2, the "Trademark Security Agreements", and each, a "Trademark Security Agreement"), by Adare Pharmaceuticals USA, Inc., in favor of the Collateral Agent, each Grantor, as applicable, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Collateral Agent specifically in the Pledged Trademarks (as defined in each Trademark Security Agreement), including the Pledged Trademarks set forth on Exhibit A attached hereto (the "Trademarks");

WHEREAS, Trademark Security Agreement 1 was recorded in the Trademark Division of the United States Patent and Trademark Office on December 8, 2015 at Reel 5684 and Frame 0796;

WHEREAS, Trademark Security Agreement 2 was recorded in the Trademark Division of the United States Patent and Trademark Office on February 17, 2017 at Reel 5991 and Frame 0711;

WHEREAS, Trademark Security Agreement 3 was recorded in the Trademark Division of the United States Patent and Trademark Office on August 12, 2020 at Reel 7024 and Frame 0733; and

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

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

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreements, as applicable.

2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges, without recourse, representation or warranty, its security interest in the Trademarks, and any right, title or interest of the Collateral Agent in, to, or under such Trademarks granted pursuant to the Trademark Security Agreements shall hereby cease and become void.

3. Governing Law. This Termination and Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York.

4. Authorization. The Collateral Agent hereby authorizes the Grantors or an authorized representative of the Grantors to record this Termination and Release with the United States Patent and Trademark Office.

*[Remainder of page intentionally left blank; signature page follows.]*

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

BANK OF MONTREAL

By: *Eric Oppenheimer*  
Name: Eric Oppenheimer  
Title: Managing Director

## EXHIBIT A

### Trademarks

Trademark Name	Owner	Registration No.	Registration Date
ADVANTAB	ADARE PHARMACEUTICALS, INC (US)	3175614	November 21, 2006
ADVANTAB	ADARE PHARMACEUTICALS, INC (US)	3659316	July 21, 2009
#BEACTIV	ACTIV NUTRITIONAL, LLC	5132075	January 31, 2017
CHEWS TO BE STRONG	ACTIV NUTRITIONAL, LLC	5118075	January 10, 2017
CHEWS TO MAKE A DIFFERENCE	ACTIV NUTRITIONAL, LLC	5118073	January 10, 2017
VIACTIV LIFESTYLE	ACTIV NUTRITIONAL, LLC	5073522	November 1, 2016
VIACTIV V	ACTIV NUTRITIONAL, LLC	2465643	July 3, 2001
VIACTIV	ACTIV NUTRITIONAL, LLC	2248302	May 25, 1999
ACTIVE NUTRITION FOR WOMEN BY WOMEN	ACTIV NUTRITIONAL, LLC	2531197	January 22, 2002
ORBIS BIOSCIENCES	ADARE PHARMACEUTICALS USA, INC.	4869227	December 15, 2015
PRECISION PARTICLE FABRICATION	ADARE PHARMACEUTICALS USA, INC.	5192132	April 25, 2017
OPTIM $\mu$ M	ADARE PHARMACEUTICALS USA, INC.	4802411	September 1, 2015
UNISUM	ADARE PHARMACEUTICALS USA, INC.	4989255	June 28, 2016