TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM750375

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 6160/0787

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NXT Capital, LLC		08/22/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wellspring Pharmaceutical Corporation		
Street Address:	5911 N. Honore Avenue, Suite 211		
City:	Sarasota		
State/Country:	FLORIDA		
Postal Code:	34243		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 20

900715421

Property Type	Number	Word Mark		
Registration Number:	4598157	FDS PERSONALS		
Registration Number:	4580860	FDS		
Registration Number:	4199375	KEEP STOMACHS CALM AND CARRY ON		
Registration Number:	3835714	FEMININE.DISCREET.SENSUAL.		
Registration Number:	3877422	BARRIERE		
Registration Number:	3674239	GLAXAL BASE		
Registration Number:	3664440	GLAXAL BASE		
Registration Number:	2599688			
Registration Number:	2606065			
Registration Number:	2504774	BACTINE		
Registration Number:	2264700			
Registration Number:	0997843	MICATIN		
Registration Number:	0863268	FDS		
Registration Number:	0831204	FDS		
Registration Number:	0800495	BACTINE		
Registration Number:	0800199	BACTINE		
Registration Number:	0697007	BONINE		
Registration Number:	0536728	EMETROL		
Registration Number:	0525085	BACTINE		
		TRADEMARK		

REEL: 007828 FRAME: 0978

Property Type	Number	Word Mark
Registration Number:	0378528	GELUSIL

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: 6179517170

Email: ustrademarkmail@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:	AGW-291-005
NAME OF SUBMITTER:	Catherine Murray
SIGNATURE:	/cmurray/
DATE SIGNED:	08/22/2022

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of August 22, 2022, is made by NXT Capital, LLC, as administrative agent (the "Agent") in favor of Wellspring Pharmaceutical Corporation, a Delaware corporation (the "Grantor"), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Guarantee and Collateral Agreement dated as of September 25, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Grantor and the other parties party thereto in favor of the Agent, and those certain agreements described on Annex I attached hereto (each, an "IP Security Agreement" and collectively, the "IP Security Agreements"), the Grantor granted a security interest in certain collateral in favor of the Agent, including the IP Collateral (as hereinafter defined); and

WHEREAS, the Agent now desires to terminate and release the IP Security Agreements and the entirety of its security interest in the IP Collateral.

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

- 1. <u>Definitions</u>. The term "<u>IP Collateral</u>", as used herein, shall mean all of Grantor's right, title or interest in, or to any and all of the Trademarks and Patents, including the Trademarks and Patents listed on <u>Annex II</u> attached hereto. Capitalized terms not defined herein have the meanings set forth in the Guarantee and Collateral Agreement or the applicable IP Security Agreement, as applicable.
- 2. Release of Security Interest. The Agent, without recourse, representation or warranty and at the Grantor's sole cost and expense, hereby terminates and cancels the IP Security Agreements and terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantor, and its successors and assigns, its security interest in and to the IP Collateral and any and all right, title and interest of the Agent in, to and under the IP Collateral shall hereby be terminated, cancelled, released, relinquished and discharged. The Agent hereby authorizes the Grantor and its successors, assigns or other legal representatives to file this Release with the United States Patent and Trademark Office, at the sole expense of the Grantor, to evidence and effectuate the release and termination of the Agent's security interest in the IP Collateral.
- 3. <u>Delivery by Facsimile</u>. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. The parties hereby agree that the electronic signatures of the parties will have the same force and effect as a manual signatures.
- 4. <u>Governing Law.</u> THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]

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

NXT CAPITAL, LLC, as Agent

Julia Allman

By: julia.allman@nxtcapital.com

Name: Julia Allman Title: Vice President

[Signature Page to Release of Security Interest in Intellectual Property Collateral]

ANNEX I

Trademark Security Agreement entered into by Wellspring Pharmaceutical Corporation in favor of the Agent, dated as of September 25, 2017 and recorded with the United States Patent and Trademark Office on September 25, 2017 at Reel/Frame 6160/0787.

Patent Security Agreement entered into by Wellspring Pharmaceutical Corporation in favor of the Agent, dated as of September 25, 2017 and recorded with the United States Patent and Trademark Office on September 25, 2017 at Reel/Frame 043685/0502.

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ANNEX II

<u>UNITED STATES TRADEMARK REGISTRATIONS</u>

Trademark	Application Number/ Application Date	Registration Number/ Registration Date	Owner
FDS PERSONALS	85889897	4598157	WELLSPRING
T D3 T ERSOTVILS	3/28/2013	9/2/2014	PHARMACEUTICAL CORPORATION
FDS	85761657	4580860	WELLSPRING
	10/23/2012	8/5/2014	PHARMACEUTICAL CORPORATION
KEEP STOMACHS CALM AND	85250507	4199375	WELLSPRING
CARRY ON	2/24/2011	8/28/2012	PHARMACEUTICAL CORPORATION
FEMININE.DISCREET.SENSUAL.	77578941	3835714	WELLSPRING
	9/25/2008	8/17/2010	PHARMACEUTICAL CORPORATION
BARRIERE	77572985	3877422	WELLSPRING
	9/18/2008	11/16/2010	PHARMACEUTICAL CORPORATION
GLAXAL BASE	77545009	3674239	WELLSPRING
Glaxal/Base	8/12/2008	8/25/2009	PHARMACEUTICAL CORPORATION
GLAXAL BASE	77382002 1/28/2008	3664440 8/4/2009	WELLSPRING PHARMACEUTICAL CORPORATION
Design Only	78075343	2599688	WELLSPRING
	7/24/2001	7/23/2002	PHARMACEUTICAL CORPORATION
Design Only	78075345	2606065	WELLSPRING
	7/24/2001	8/6/2002	PHARMACEUTICAL CORPORATION
BACTINE	78036938 11/29/2000	2504774 11/6/2001	WELLSPRING PHARMACEUTICAL CORPORATION

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Trademark	Application Number/ Application Date	Registration Number/ Registration Date	Owner
Design Only	75480950	2264700	WELLSPRING
	5/7/1998	7/27/1999	PHARMACEUTICAL CORPORATION
MICATIN	73000354	0997843	WELLSPRING
	9/7/1973	11/12/1974	PHARMACEUTICAL CORPORATION
FDS	72300507	0863268	WELLSPRING
	6/17/1968	1/7/1969	PHARMACEUTICAL CORPORATION
FDS	72256792	0831204	WELLSPRING
	10/20/1966	6/27/1967	PHARMACEUTICAL CORPORATION
BACTINE	72201720	0800495	WELLSPRING
	9/11/1964	12/14/1965	PHARMACEUTICAL CORPORATION
BACTINE	72201719	0800199	WELLSPRING
	9/11/1964	12/14/1965	PHARMACEUTICAL CORPORATION
BONINE	72081199	0697007	INSIGHT
	9/11/1959	5/3/1960	PHARMACEUTICALS LLC
EMETROL	71589160	0536728	WELLSPRING
	12/10/1949	1/16/1951	PHARMACEUTICAL CORPORATION
BACTINE	71570426	0525085	WELLSPRING
	12/13/1948	5/9/1950	PHARMACEUTICAL CORPORATION
GELUSIL	71427151	0378528	WELLSPRING
	1/4/1940	6/11/1940	PHARMACEUTICAL CORPORATION

<u>UNITED STATES PATENT REGISTRATIONS</u>

COUNTRY	TITLE	APPLICATION NO.	PATENT NO.	OWNER
United States	SUSTAINED-	11/076,348	7,638,477	Wellspring
	RELEASED			Pharmaceutical
	FRAGRANCE			Corporation
	DELIVERY			-
	SYSTEM			

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RECORDED: 08/22/2022