

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Triax Pharmaceuticals, LLC		04/25/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Precision Dermatology, Inc.		
Street Address:	900 Highland Corporate Drive, Suite 203		
City:	Cumberland		
State/Country:	RHODE ISLAND		
Postal Code:	02864		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1058915	LOCOID	
Registration Number:	2136591	LOCOID LIPOCREAM	
Registration Number:	0877677	MINOCIN	
Registration Number:	3320517	T3	
Registration Number:	3320516	T3	
Registration Number:	3150767	TRETIN X	
Registration Number:	3349628	TRIAx PHARMACEUTICALS	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617.832.1000		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Joshua Jarvis, Esq., Foley Hoag LLP		
Address Line 1:	155 Seaport Boulevard		

OP \$190.00 1058915

Address Line 4: Boston, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER: 30071.00003

NAME OF SUBMITTER: Linda Casey, Paralegal, Foley Hoag LLP

Signature: /Linda Casey/

Date: 08/31/2012

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

WHEREAS, Triax Pharmaceuticals, LLC, a limited liability company duly organized under the laws of the State of Delaware ("Assignor"), owned the trademarks and trademark applications set forth on Schedule 1 attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Precision Dermatology, Inc., a corporation duly organized under the laws of the State of Delaware ("Assignee"), entered into an agreement to purchase substantially all of the assets of Assignor (the "Purchased Assets") from certain third party lenders of Assignor in a private secured party sale (the "Secured Party Sale Agreement") effective as of April 25, 2012.

WHEREAS, the Secured Party Sale Agreement includes as Exhibit A to the Secured Party Sale Agreement that certain Bill of Sale (the "Bill of Sale") which contains a schedule of the Purchased Assets, which includes the Trademarks;

WHEREAS, in connection with the Secured Party Sale Agreement, Assignor and Assignee, along with Onset Dermatologics, LLC, a limited liability company duly organized under the laws of the State of Delaware ("Onset") and wholly-owned subsidiary of Assignee, and Triax Holdings, LLC, a limited liability company duly organized under the laws of the State of Delaware ("Triax Holdings"), have entered into a transition agreement whereby Assignor and Triax Holdings agreed to comply with certain obligations and to deliver certain transitional services for a limited period of time to Assignee in furtherance of conducting Assignee's business activities, in exchange for certain payments (the "Transition Agreement");

WHEREAS, immediately following the execution of the Secured Party Sale Agreement, Assignee contributed all of the Purchased Assets, including the Trademarks, to Onset pursuant to that certain Contribution Agreement by and among Assignee and Onset dated as of April 25, 2012.

WHEREAS, one of Assignor's obligations under the Transition Agreement is to execute any such additional documents and instruments as may be reasonably necessary to fully vest Assignor's ownership, rights and privileges in the Trademarks in Assignee; and

WHEREAS, Assignor is willing to comply with such obligation by executing this Trademark Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers unto Assignee the Assignor's entire right, title and interest in and to the Trademarks together with the good will of the business connected therewith and symbolized thereby and all accrued causes of action for damages for infringement thereof, the same to be held and enjoyed by Assignee for its own use and benefits, and for its legal representatives and assigns, as fully and as entirely as the same

would have been held by Assignor had this assignment and sale not been made, such assignment to be effective as of April 25, 2012. Notwithstanding anything to the contrary, nothing herein shall modify the rights or obligations of (i) Assignee as set forth in that certain Secured Party Sale Agreement or (ii) the parties as set forth in that certain Transition Agreement.

This Trademark Assignment shall be binding upon and shall inure solely to the benefit of Assignor and Assignee and their respective successors and assigns.

This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to any applicable principles of conflicts of law (other than Section 5-1401 of the New York General Obligations Law).

**[signature pages follow]**



IN WITNESS WHEREOF, Assignee has caused this Trademark Assignment to be executed by its duly authorized officer on 8/21/12.

PRECISION DERMATOLOGY, INC.

By: Steven N. Tannenbaum  
Name: Steven N. Tannenbaum  
Title: Executive Vice President + CFO

SCHEDULE 1

Trademarks

Trademark/SN/RN	Status/Key Dates	Full Goods/Services	Owner
AMALIAN <b>AMALIAN</b>  SN:79-054713 RN:3,757,685	Registered March 9, 2010  Filed: March 5, 2008 Published: December 22, 2009 Priority Claim Date: September 6, 2007	(Int'l Class: 5) Pharmaceutical preparations for the treatment of skin disorders; pharmaceutical preparations for skin care; and pharmaceutical preparations and substances for the treatment of damaged skin and tissue	Triax Pharmaceuticals, LLC (United States Limited Liability Company) 20 Commerce Drive, Suite 232 Crawford, New Jersey 070163599
LOCOID  SN:73-090740 RN:1,058,915	Renewed February 15, 2007  Filed: June 17, 1976 Published: November 23, 1976 Registered: February 15, 1977	(Int'l Class: 5) Pharmaceutical steroid preparations for topical use	Triax Pharmaceuticals, LLC (Delaware Limited Liability Company) 20 Commerce Drive, Suite 232 Cranford, New Jersey 07016
LOCOID LIPOCREAM  SN:75-066929 RN:2,136,591	Renewed February 17, 2008  Filed: March 4, 1996 Published: November 25, 1997 Registered: February 17, 1998	(Int'l Class: 5) Topical pharmaceutical preparations for the treatment of skin disorders	Triax Pharmaceuticals, LLC (Delaware Limited Liability Company) 20 Commerce Drive, Suite 232 Cranford, New Jersey 07016
MINOCIN  SN:72-309825 RN:877,677	Renewed September 30, 2009  Int'l Class: 5 First Use: October 7, 1968 Filed: October 17, 1968 Published: July 15, 1969 Registered: September 30, 1969	(Int'l Class: 5) Antibiotic preparation	Triax Pharmaceuticals, LLC (Delaware Limited Liability Company) 20 Commerce Drive, Suite 232 Cranford, New Jersey 07016
T3	Registered	(Int'l Class: 3) Cosmetics,	Triax Pharmaceuticals,

Trademark/SN/RN	Status/Key Dates	Full Goods/Services	Owner
<p><b>T3</b></p> <p>SN:78-727602 RN:3,320,517</p>	<p>October 23, 2007</p> <p>Int'l Class: 3 First Use: January, 2006 Filed: October 6, 2005 Published: January 2, 2007 Allowed: March 27, 2007</p>	<p>namely, a facial moisturizer and a cleanser</p>	<p>LLC (Delaware Limited Liability Company) 20 Commerce Drive, Suite 232 Cranford, New Jersey 07016</p>
<p>T3 (Stylized)</p> <p><b>T<sup>3</sup></b></p> <p>SN:78-727600 RN:3,320,516</p>	<p>Registered October 23, 2007</p> <p>Int'l Class: 3 First Use: January, 2006 Filed: October 6, 2005 Published: December 19, 2006 Allowed: March 13, 2007</p>	<p>(Int'l Class: 3) Cosmetics, namely, a facial moisturizer and a cleanser</p>	<p>Triax Pharmaceuticals, LLC (Delaware Limited Liability Company) 20 Commerce Drive, Suite 232 Cranford, New Jersey 07016</p>
<p>TRETIN X</p> <p><b>TRETIN X</b></p> <p>SN:78-682423 RN:3,150,767</p>	<p>Registered October 3, 2006</p> <p>Int'l Class: 5 First Use: January, 2006 Filed: August 1, 2005 Published: July 11, 2006</p>	<p>(Int'l Class: 5) Pharmaceutical preparations for the treatment of dermatological conditions</p>	<p>Triax Pharmaceuticals, LLC (Delaware Limited Liability Company) 20 Commerce Drive, Suite 232 Cranford, New Jersey 07016</p>
<p>TRIA X PHARMACEUTICALS</p> <p>TRIA X PHARMACEUTICALS</p> <p>SN:78-682421 RN:3,349,628</p>	<p>Registered December 4, 2007</p> <p>Int'l Class: 42 First Use: July, 2005 Filed: August 1, 2005 Published: June 27, 2006 Allowed: August 8, 2007</p>	<p>(Int'l Class: 42) Pharmaceutical drug development services</p>	<p>Triax Pharmaceuticals, LLC (Delaware Limited Liability Company) 20 Commerce Drive, Suite 232 Cranford, New Jersey 07016</p>