

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		12/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Aqua Pharmaceuticals, LLC
Street Address:	General Mitre, 151
Internal Address:	c/o Almirall, S.A.
City:	Barcelona
State/Country:	SPAIN
Postal Code:	08022
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA

Name:	Aqua Pharmaceuticals Intermediate Holdings, Inc.
Street Address:	General Mitre, 151
Internal Address:	c/o Almirall, S.A.
City:	Barcelona
State/Country:	SPAIN
Postal Code:	08022
Entity Type:	CORPORATION: DELAWARE

Name:	Aqua Pharmaceuticals Holdings, Inc.
Street Address:	General Mitre, 151
Internal Address:	c/o Almirall, S.A.
City:	Barcelona
State/Country:	SPAIN
Postal Code:	08022
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3295081	AQUA PHARMACEUTICALS
Registration Number:	3145951	ROSAC CREAM WITH SUNSCREENS
Registration Number:	2594527	ROSAC
Registration Number:	2985988	
Registration Number:	3292228	XOLEGEL
Registration Number:	2744436	SOLAGÉ
Registration Number:	2672463	SOLAGÉ

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: rebecca.lederhouse@bakermckenzie.com,
colleen.brennan@bakermckenzie.com

Correspondent Name: Rebecca Lederhouse

Address Line 1: 300 East Randolph Street, Suite 5000

Address Line 2: Baker & McKenzie LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	22117532-000015
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DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Rebecca Lederhouse
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Signature:	/rebecca lederhouse/
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Date:	01/06/2014
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Total Attachments: 3

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK (this "Release") is made as of December 31, 2013 ("Effective Date") by GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as Administrative Agent ("Grantee"), in favor of AQUA PHARMACEUTICALS, LLC, AQUA PHARMACEUTICALS INTERMEDIATE HOLDINGS, INC., and AQUA PHARMACEUTICALS HOLDINGS, INC. (each a "Grantor" and, collectively, the "Grantors").

WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement, dated as of December 21, 2010 (the "December 2010 Agreement"), Grantors assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest in all of Grantors' right, title and interest in and to the Intellectual Property Collateral (as defined in the December 2010 Agreement, the "Aqua IP Collateral");

WHEREAS, the December 2010 Security Agreement was recorded with the United States Patent and Trademark Office on December 23, 2010 at Reel 004440, Frame 0126;

WHEREAS, Grantee has consented to the termination and release of the Lien on all of the Aqua IP Collateral, including but not limited to the trademarks listed on Schedule 1 hereto (collectively, the "Released IP Collateral");

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

1. Grantee's mortgage, pledge, and hypothecation and Lien on and security interest in the Released IP Collateral is hereby terminated and released in full.
2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantors, all of Grantee's right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Released IP Collateral. Such assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee.
3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantors.

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IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Grantee

By: 

Name: Jeffrey A. Schaal

Title: Duly Authorized Signatory

Schedule 1

Trademark Collateral

REGISTERED TRADEMARKS

Mark	Appln. No.	Filed	Regn. No.	Registered
AQUA PHARMACEUTICALS	78701404	08/26/05	3295081	09/18/07
ROSAC CREAM WITH SUNSCREENS and design	76583498	3/26/04	3145951	9/19/06
ROSAC	75374490	10/07/97	2594527	7/16/02
Sunray design	76583400	3/26/04	2985988	08/16/05
XOLEGEL	78888803	05/22/06	3292228	9/11/07
SOLAGE	76366718	1/31/02	2744436	7/29/03
SOLAGE	75607704	12/15/98	2672463	01/07/03