

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Stiefel Laboratories, Inc.		01/09/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MERZ PHARMACEUTICALS, LLC		
<b>Street Address:</b>	4215 Tudor Lane		
<b>City:</b>	Greensboro		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27410		
<b>Entity Type:</b>	CORPORATION: NORTH CAROLINA Limited Liability Company		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4429079	ONMEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2693822030		
<b>Phone:</b>	269-382-0030		
<b>Email:</b>	jtf@hueschen-sage.us		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	THE FIRM OF HUESCHEN AND SAGE PLLC		
<b>Address Line 1:</b>	107 West Michigan Avenue		
<b>Address Line 2:</b>	Seventh Floor, Kalamazoo Building		
<b>Address Line 4:</b>	Kalamazoo, MICHIGAN 49007		
<b>ATTORNEY DOCKET NUMBER:</b>	MERZ LLC FTM 87		
<b>NAME OF SUBMITTER:</b>	Joanna T. FRENCH		

Signature:	/jtfrench/
Date:	01/24/2014
<b>Total Attachments: 5</b> source=MERZ FTM 87-Onmel Trademark Assignment#page1.tif source=MERZ FTM 87-Onmel Trademark Assignment#page2.tif source=MERZ FTM 87-Onmel Trademark Assignment#page3.tif source=MERZ FTM 87-Onmel Trademark Assignment#page4.tif source=MERZ FTM 87-Onmel Trademark Assignment#page5.tif	
<b>RECEIPT INFORMATION</b>	
ETAS ID:	TM293195
Receipt Date:	01/24/2014
Fee Amount:	\$40

# John Venn & Sons

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William B Kennair LL.B. • Jonathan P Coutts M.A., MCI  
Agnes Corless (Associate) • Jessica M Reeve M.A. (Consultant)  
General Notaries: M<sup>re</sup> Victoria Gonzalez Lic. en Tier. • Charles E. Henshaw LL.B.

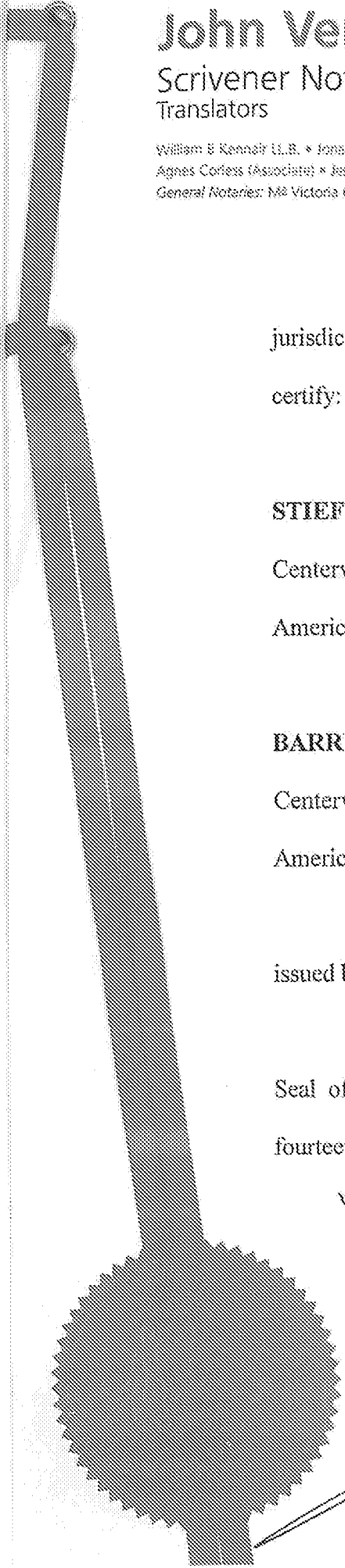
I, MARIA VICTORIA GONZALEZ, a duly admitted Notary Public, having jurisdiction throughout England and Wales and practising in London, England, hereby certify:

1. THAT the annexed Trademark Assignment was signed for and on behalf of **STIEFEL LABORATORIES, INC.**, of Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, United States of America, by JOANNE BETH GREEN, Attorney-in-Fact of the said Company;

2. THAT the said Trademark Assignment was also signed for and on behalf of **BARRIER THERAPEUTICS, INC.**, of Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, United States of America, by EMMA SOPHIA STOPFORD, Attorney-in-Fact of the latter Company;

3. AND THAT the said Trademark Assignment, being so signed, is duly issued by the said Companies.

IN WITNESS whereof I have issued this Certificate under my signature and Seal of Office at London, aforesaid, the tenth day of January Two thousand and fourteen.



TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made effective as of January 9th, 2014 by and among MERZ PHARMACEUTICALS, LLC, a North Carolina limited liability company ("Assignee"), and STIEFEL LABORATORIES, INC., a Delaware corporation and BARRIER THERAPEUTICS, INC., a Delaware corporation (collectively, "Assignor"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties." Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the License and Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain License and Asset Purchase Agreement, dated as of September 17, 2012 (the "License and Asset Purchase Agreement"), and that certain Trademark License Agreement dated as of November 26, 2012 (the "Trademark License Agreement"), providing for, among other things, the license to Assignee by Assignor of certain rights to the trademark ONMEL and the related U.S. Trademark Registration No. 4429079 (collectively, the "Onmel Trademark"), and following the satisfaction of certain conditions set forth in the License and Asset Purchase Agreement and/or the Trademark License Agreement, the assignment to Assignee by Assignor of all of Assignor's right, title and interest in and to the Onmel Trademark; and

WHEREAS, in accordance therewith, Assignor desires to sell, transfer, convey and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's right, title and interest in and to the Onmel Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby sells, conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Onmel Trademark, together with the goodwill associated therewith and which is symbolized thereby, including without limitation any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or any other jurisdiction, and all rights to bring an action, whether at law or in equity, for infringement, misappropriation, or misuse of the Onmel Trademark against any third party, and all rights against any third party to recover damages, to recover income, royalties, profits, and to secure injunctive relief for all past, present, or future infringement, misappropriation, or misuse of the Onmel Trademark, the same to be held and enjoyed by Assignee, its successors and assigns, from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment not been made.

Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as the owner of the Onmel Trademark and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future letters, notices and any other communications and documents bearing on the Onmel Trademark.

Each of the Parties shall from time to time after the date hereof, without additional consideration, execute and deliver such further instruments and take such other actions as may be reasonably requested by the other Party to make effective the transactions contemplated by this Trademark Assignment.

This Trademark Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the Parties.

This Trademark Assignment may not be amended, supplemented or otherwise modified except by an instrument in writing signed by both Parties that specifically refers to this Trademark Assignment.

This Trademark Assignment and any amendment hereto may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. The exchange of copies of this Trademark Assignment or amendments thereto and of executed signature pages by facsimile transmission or by email transmission in portable document format (.pdf), or similar format, shall constitute effective execution and delivery of such instrument(s) as to the Parties and may be used in lieu of the original Trademark Assignment or amendment for all purposes. Signatures of the Parties transmitted by facsimile or by email in portable document format (.pdf), or similar format, shall be deemed to be their original signatures for all purposes.

This Trademark Assignment is subject to the terms and provisions of the License and Asset Purchase Agreement and in the event of any conflict between this Trademark Assignment and the License and Asset Purchase Agreement, the terms and provisions of the License and Asset Purchase Agreement shall control.

If any provision of this Trademark Assignment is held by a court of competent jurisdiction to be invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected thereby; provided, however, that, if the absence of such provision causes a material adverse change in either the risks or benefits of this Trademark Assignment to any Party, the Parties shall negotiate in good faith a commercially reasonable substitute or replacement for the invalid or unenforceable provision.

This Trademark Assignment shall be deemed to have been made in the State of Delaware and its form, execution, validity, construction and effect shall be determined in accordance with the laws of the state of Delaware, without giving effect to the principles of conflicts of law thereof.

*[signature pages follow]*

*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

STIEFEL LABORATORIES, INC.

BARRIER THERAPEUTICS, INC.

By: Joanne Green

Name: Joanne Green

Title: Authorised Attorney

By: Emma Stopford

Name: Emma Stopford

Title: Authorised Attorney

[Signature Page to Trademark Assignment]

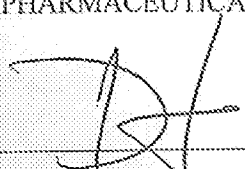
IN WITNESS WHEREOF, the Assignor and Assignee have executed this Trademark Assignment as of the date first written above.

ASSIGNEE:

MERZ PHARMACEUTICALS, LLC

APPROVED AS TO  
LEGAL FORM  
LAW DEPT.  
MERZ PHARMACEUTICALS, LLC.  
*DHC*

By: \_\_\_\_\_



Name: William D. Humphries

Title: Chairman and Manager

STATE OF North Carolina )

)ss.

COUNTY OF Guilford )

On 1-17-18 before me, the undersigned, a Notary Public in and for such State, personally appeared William D. Humphries personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.



[SEAL]

Notary Public

My Commission expires on: 8-28-2018

