

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM330383

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Signum Dermalogix, Inc.		10/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Elizabeth Arden, Inc.		
Street Address:	200 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10003		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4583480	ARAZINE	
CORRESPONDENCE DATA			
Fax Number:	9143817608		
<i>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.</i>			
Phone:	(914) 381-7600		
Email:	slocke@dorflaw.com		
Correspondent Name:	Scott D. Locke		
Address Line 1:	Dorf & Nelson LLP		
Address Line 2:	555 Theodore Fremd Ave., Suite A300		
Address Line 4:	Rye, NEW YORK 10580		
ATTORNEY DOCKET NUMBER:	ARDEN 46-US		
NAME OF SUBMITTER:	Scott D. Locke		
SIGNATURE:	/Scott D. Locke/		
DATE SIGNED:	01/29/2015		
Total Attachments: 5			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment"), effective on the 1st day of October, 2014 (the "Effective Date"), is made and entered into by and among **Signum Biosciences, Inc.**, a Delaware corporation with a principal place of business at 133 Wall Street, Princeton, New Jersey 08540 ("Biosciences") and **Signum Dermalogix, Inc.**, a Delaware corporation, formerly known as Argyle Therapeutics, Inc., and with a principal place of business at 11 Deer Park Drive, Suite 202, Monmouth Junction, New Jersey 08852 ("Dermalogix" and together with Biosciences, "Assignor"), and **Elizabeth Arden, Inc.**, a Florida corporation, with a principal place of business at 200 Park Avenue South, New York, New York 10003 ("Assignee") (each a "Party," and collectively, the "Parties"). Initially capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in that Asset Purchase Agreement by and among the Parties, and dated as of September 30, 2014 (the "Purchase Agreement").

WHEREAS, Assignor owns all right, title and interest in, and to the ARAZINE trademarks, trademark registration, and trademark applications, either directly or held in trust by Assignee for the sole benefit of Assignor (with the full consent and cooperation of Assignor) including but not limited to those set forth on Exhibit A, whether or not registered, including but not limited to common law rights, state, federal, national and international trademark rights, service marks, including all renewals and extensions thereof, all trade names, trade dress (including without limitation trade dress rights in labels, packaging, or product design or configuration), ARAZINE copyrights, the domain name and domain name registrations related to the ARAZINE trademarks to the extent they exist (the "Domain Names"), and all composite and design marks related to the ARAZINE trademarks, including, without limitation logos, and all applications and registrations in connection therewith in any jurisdiction throughout the world, or any other source indicators related thereto, including without limitation the trademark applications and registrations set forth on Schedule A hereto, together with the goodwill of any business symbolized thereby and associated therewith (collectively, the "Trademark Rights"); and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under the following property throughout the world:

- (a) the Trademark Rights, including the Domain Names, including all rights therein provided by international conventions and treaties ("Transferred Rights");
- (b) any and all rights to bring any action at law or in equity for the past infringement of such Trademark Rights occurring prior to the Effective Date, including the right to receive all proceeds and damages or other remedies therefrom;
- (c) any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Transferred Rights arising from and after the date of this Assignment; and

(d) any and all rights to obtain renewals, reissues, and extensions of registrations or
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other legal protections pertaining to the Transferred Rights.

Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of such Transferred Rights, and all renewals, reissues and extensions thereof, as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor shall timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Assignee in and to the Trademark Rights including the Domain Names and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law rules of such state.

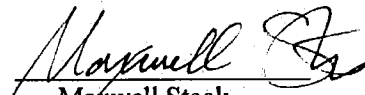
4. Counterparts. This Assignment may be executed by facsimile in any number of counterparts, each of which shall be deemed to be an original all of which constitute one and the same agreement.

Signature Page Immediately Follows

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives.

ASSIGNOR:

SIGNUM DERMALOGIX, INC.
(f/k/a ARGYLE THERAPEUTICS, INC.),
a Delaware corporation

By: 
Maxwell Stock
President & CEO

SIGNUM BIOSCIENCES, INC.
a Delaware corporation

By: 
Maxwell Stock
President & CEO

ASSIGNEE:

ELIZABETH ARDEN, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives.

ASSIGNOR:

SIGNUM DERMALOGIX, INC.
(f/k/a ARGYLE THERAPEUTICS, INC.),
a Delaware corporation


By: _____
Name: _____
Title: _____

SIGNUM BIOSCIENCES, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

ELIZABETH ARDEN, INC.,
a Florida corporation

By:  _____
Name: Oscar E. Marina
Title: EVP and General Counsel

SCHEDULE A TRADEMARK RIGHTS

Arazine Trademarks

Mark	App./Reg. No.	Country	Filing Date/Reg. Date	Status	Owner
ARAZINE	86137152/4583480	USA	Dec. 6, 2013/Aug. 12, 2014	Registered	Dermalogix

Arazine Trust Trademarks

The Parties acknowledge and agree that prior to Closing the Arazine Trust Trademarks are owned by the Buyer and held in trust for the benefit of Seller. For the avoidance of doubt, the Arazine Trust Trademarks are listed on this Schedule 1.1(b) as "Intangible Assets" for purposes of evidencing the transfer at Closing by Seller to the Buyer of any and all rights, interest and ownership that Seller may have in such Arazine Trust Trademarks. From and after the Closing Date, Seller agrees that it shall not have any right, title or interest whatsoever in such trademarks.

Mark	Application/Registration Number	Country	Status	Filing Date/Registration Date	Owner of Record
ARAZINE	1483282	AU	Registered	3/30/2012 11/2/2012	Elizabeth Arden, Inc.
ARAZINE	1571015	CA	Allowed, not yet registered	3/29/2012	Elizabeth Arden, Inc.
ARAZINE	10703206	CN	Registered	3/30/2012 5/28/2013	Elizabeth Arden, Inc.
ARAZINE	010771533 010771533	EU (OHIM-OHIM)	Registered	3/29/2012 8/30/2012	Elizabeth Arden, Inc.
ARAZINE	2012-025790	JP	Pending	4/2/2012	Elizabeth Arden, Inc.
ARAZINE	1270062 1312933	MX	Registered	4/30/2012 9/24/2012	Elizabeth Arden Inc.
ARAZINE	201203413 266353	NO	Registered	3/30/2012 7/12/2012	Elizabeth Arden Inc.
ARAZINE	956543/956543	NZ	Registered	3/30/2012 10/02/2012	Elizabeth Arden Inc.

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