

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346941

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ECR Pharmaceuticals Co., Inc.		07/01/2015	CORPORATION: DELAWARE
Precision Dermatology, Inc.		07/01/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Collateral Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	4023767	AURSTAT
Registration Number:	3786119	BENZEFOAM
Registration Number:	4247519	BEYOND CLEAR
Registration Number:	4247520	BEYOND CLEAR
Registration Number:	3571599	BUPAP
Registration Number:	4015126	CCX CELFIX COSMECEUTICALS
Registration Number:	4444395	CELFIX DNA
Registration Number:	4167822	CLARIFOAM
Registration Number:	3420280	CLARIFOAM
Registration Number:	3525572	DELEVO
Registration Number:	2534771	DEXPAK
Registration Number:	4085250	ELAYDA
Registration Number:	3453187	EYE SILK
Registration Number:	4106863	HYTRATE
Registration Number:	3263153	KERAFOAM
Registration Number:	3571600	LODRANE
Registration Number:	877677	MINOCIN
Registration Number:	4569995	ONSET DERMASCRIPTS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4569996	ONSET DERMASCRIPTS
Registration Number:	4339421	PRECISION MD
Registration Number:	4247130	PRECISION MD
Registration Number:	4003504	RELASTIN
Registration Number:	3750739	RELASTIN
Registration Number:	3320516	T3
Registration Number:	3320517	T3
Registration Number:	2551738	TAPERPAK
Registration Number:	3525573	THE SCIENCE OF COMPLIANCE
Registration Number:	3850916	TROPAZONE
Registration Number:	3261803	TUSSICAPS
Registration Number:	3606459	TUSSICAPS
Registration Number:	3573755	VIVATIA
Registration Number:	3958019	ZOLPIMIST
Serial Number:	85688505	SUNSCREEN IS NOT ENOUGH
Serial Number:	85526072	LEADING THE FIGHT AGAINST UV DAMAGE
Serial Number:	85494273	FIGHT AGAINST UV DAMAGE
Serial Number:	85466790	CLARIFOAM

CORRESPONDENCE DATA

Fax Number:

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.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Elaine Carrera, Legal Assistant

SIGNATURE: /Marina Kelly, Thomson Reuters/

DATE SIGNED: 07/06/2015

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of July 1, 2015 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of Barclays Bank PLC, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is subject to, and is made party to, the Pledge and Security Agreement, dated as of June 29, 2011, as amended by the Amended and Restated Pledge and Security Agreement dated as of October 20, 2011, and as further amended by the Second Amended and Restated Pledge and Security Agreement, dated as of February 13, 2012 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the respective meanings given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in, to and under the following, in each case whether now owned or hereafter acquired by such Grantor or in which any Grantor now has or hereafter acquires any right, title or interest and wherever the same may be located (collectively, the “**Trademark Collateral**”):

all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any Excluded Assets, including, without limitation, any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable Federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart to this Agreement by facsimile transmission or other electronic transmission (such as .pdf or .tif) shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ECR PHARMACEUTICALS CO., INC.

By: *Linda A. LaGorga*
Name: Linda A. LaGorga
Title: Treasurer

PRECISION DERMATOLOGY, INC.

By: *Linda A. LaGorga*
Name: Linda A. LaGorga
Title: Senior Vice President, Treasurer

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Accepted and Agreed:
BARCLAYS BANK PLC,
as Collateral Agent

By: _____

Name: _____

Title: _____


Craig Malloy
Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005568 FRAME: 0982

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Precision Dermatology, Inc. & ECR Pharmaceuticals Co., Inc. – Trademark Schedule

Jurisdiction	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
Argentina	ELAYDA	3094604	14-Jun-2011	N/A	N/A	Precision Dermatology, Inc.
Argentina	ELAYDA	3094603	14-Jun-2011	N/A	N/A	Precision Dermatology, Inc.
Argentina	HYTRATE	3094606	14-Jun-2011	2528302	27-Sep-2012	Precision Dermatology, Inc.
Argentina	HYTRATE	3094605	14-Jun-2011	N/A	N/A	Precision Dermatology, Inc.
Brazil	ELAYDA	831040890	09-Jun-2011	N/A	N/A	Precision Dermatology, Inc.
Brazil	ELAYDA	831040882	09-Jun-2011	N/A	N/A	Precision Dermatology, Inc.
Brazil	HYRATE	831040874	09-Jun-2011	N/A	N/A	Precision Dermatology, Inc.
Brazil	HYTRATE	831040866	09-Jun-2011	N/A	N/A	Precision Dermatology, Inc.
Canada	BEYOND CLEAR	1578219	17-May-2012	N/A	N/A	Precision Dermatology, Inc.
Canada	EXACTACAIN	1294657	09-Mar-2006	TMA736882	25-Mar-2009	Precision Dermatology, Inc.
Canada	HYLATORICPLUS EMOLLIENT FOAM	1503509	12-Nov-2010	N/A	N/A	Precision Dermatology, Inc.
Chile	ELAYDA	951792	05-May-2011	951762	04-Jun-2012	Precision Dermatology, Inc.
Chile	ELAYDA	951794	05-May-2011	951764	04-Jun-2012	Precision Dermatology, Inc.
Chile	HYTRATE	951793	05-May-2011	951763	04-Jun-2012	Precision Dermatology, Inc.
Chile	HYTRATE	951796	05-May-2011	951765	04-Jun-2012	Precision Dermatology, Inc.

Jurisdiction	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
Hong Kong	ELAYDA	301906597	04-May-2011	301906597	04-May-2011	Precision Dermatology, Inc.
Hong Kong	HYTRATE	301906605	04-May-2011	301906605	04-May-2011	Precision Dermatology, Inc.
International Register	AMALLIAN			966736 A	05-Mar-2008	Precision Dermatology, Inc.
International Register	BEYOND CLEAR			1121076	15-May-2012	Precision Dermatology, Inc.
International Register	ELAYDA			1077653	28-Apr-2011	Precision Dermatology, Inc.
International Register	HYLATOPICPLUS			1057787	11-Nov-2010	Precision Dermatology, Inc.
International Register	EMOLLIENT FOAM			1077652	28-Apr-2011	Precision Dermatology, Inc.
International Register	HYTRATE					Precision Dermatology, Inc.
Mexico	BEYOND CLEAR	1275529	21-May-2012	1323137	25-Oct-2012	Precision Dermatology, Inc.
Mexico	BEYOND CLEAR	1275528	21-May-2012	1323136	25-Oct-2012	Precision Dermatology, Inc.
Mexico	ELAYDA	1175989	04-May-2011	1242453	10-Oct-2011	Precision Dermatology, Inc.
Mexico	ELAYDA	1175990	04-May-2011	1242454	10-Oct-2011	Precision Dermatology, Inc.
Mexico	HYTRATE	1175993	04-May-2011	1242456	10-Oct-2011	Precision Dermatology, Inc.
Mexico	HYTRATE	1175992	04-May-2011	1242455	10-Oct-2011	Precision Dermatology, Inc.
New Zealand	ELAYDA	841191	03-May-2011	841191	03-Nov-2011	Precision Dermatology, Inc.
New Zealand	ELAYDA	841190	03-May-2011	841190	03-Nov-2011	Precision Dermatology, Inc.
New Zealand	HYTRATE	841192	03-May-2011	841192	03-Nov-2011	Precision Dermatology, Inc.
New Zealand	HYTRATE	841193	03-May-2011	841193	03-Nov-2011	Precision Dermatology, Inc.
Taiwan	ELAYDA	100022774	09-May-2011	01487158	01-Dec-2011	Precision Dermatology, Inc.
Taiwan	HAI CUI DI (Chinese Characters)	100040065	08-Aug-2011	01508845	16-Mar-2012	Precision Dermatology, Inc.

Jurisdiction	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
Taiwan	YI LEI DA (Chinese Characters)	100040064	08-Aug-2011	01508844	16-Mar-2012	Precision Dermatology, Inc.
U.S. Federal	AURSTRAT	85095636	29-Jul-2010	4023767	06-Sep-2011	Precision Dermatology, Inc.
U.S. Federal	BENZEOFAM	77759789	15-Jun-2009	3786119	04-May-2010	Precision Dermatology, Inc.
U.S. Federal	BEYOND CLEAR	85603828	20-Apr-2012	4247519	20-Nov-2012	Precision Dermatology, Inc.
U.S. Federal	BEYOND CLEAR	85603833	20-Apr-2012	4247520	20-Nov-2012	Precision Dermatology, Inc.
U.S. Federal	BUPAP	77403542	22-Feb-2008	3571599	10-Feb-2009	ECR Pharmaceuticals Co., Inc.
U.S. Federal	CCX CELFIX COSMECEUTICALS and Design	85155498	18-Oct-2010	4015126	23-Aug-2011	Precision Dermatology, Inc.
U.S. Federal	CELFIX DNA	85494296	13-Dec-2011	4444395	03-Dec-2013	Precision Dermatology, Inc.
U.S. Federal	CLARIFOAM	85466790	08-Nov-2011	N/A	N/A	Precision Dermatology, Inc.
U.S. Federal	CLARIFOAM	85466794	08-Nov-2011	4167822	03-Jul-2012	Precision Dermatology, Inc.
U.S. Federal	CLARIFOAM	78814375	14-Feb-2006	3420280	29-Apr-2008	Precision Dermatology, Inc.
U.S. Federal	DELEVO	77378481	23-Jan-2008	3525572	28-Oct-2008	Precision Dermatology, Inc.
U.S. Federal	DEXPAK	75923295	18-Feb-2000	2534771	29-Jan-2002	ECR Pharmaceuticals Co., Inc.
U.S. Federal	ELAYDA	85301971	22-Apr-2011	4085250	10-Jan-2012	Precision Dermatology, Inc.
U.S. Federal	EYE SILK	77312244	24-Oct-2007	3453187	24-Jun-2008	Precision Dermatology, Inc.
U.S. Federal	FIGHT AGAINST UV DAMAGE	85494273	13-Dec-2011	N/A	N/A	Precision Dermatology, Inc.
U.S. Federal	HYTRATE	85301979	22-Apr-2011	4106863	28-Feb-2012	Precision Dermatology, Inc.
U.S. Federal	KERAFOAM	78814398	14-Feb-2006	3263153	10-Jul-2007	Precision Dermatology, Inc.

Jurisdiction	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
U.S. Federal	LEADING THE FIGHT AGAINST UV DAMAGE	85526072	26-Jan-2012	N/A	N/A	Precision Dermatology, Inc.
U.S. Federal	LODRANE	77403543	22-Feb-2008	3571600	10-Feb-2009	ECR Pharmaceuticals Co., Inc.
U.S. Federal	MINOCIN	72309825	17-Oct-1968	0877677	30-Sep-1969	Precision Dermatology, Inc.
U.S. Federal	ONSET DERMASCRIPTS	86076670	27-Sep-2013	4569995	15-Jul-2014	Precision Dermatology, Inc.
U.S. Federal	ONSET DERMASCRIPTS and Design	86077154	27-Sep-2013	4569996	15-Jul-2014	Precision Dermatology, Inc.
U.S. Federal	PRECISION MD	85421328	13-Sep-2011	4339421	21-May-2013	Precision Dermatology, Inc.
U.S. Federal	PRECISION MD	85421332	13-Sep-2011	4247130	20-Nov-2012	Precision Dermatology, Inc.
U.S. Federal	RELASTIN	85023244	26-Apr-2010	4003504	26-Jul-2011	Precision Dermatology, Inc.
U.S. Federal	RELASTIN	78726916	05-Oct-2005	3750739	16-Feb-2010	Precision Dermatology, Inc.
U.S. Federal	SUNSCREEN IS NOT ENOUGH	85688505	27-Jul-2012	N/A	N/A	Precision Dermatology, Inc.
U.S. Federal	T3	78727600	06-Oct-2005	3320516	23-Oct-2007	Precision Dermatology, Inc.
U.S. Federal	T3	78727602	06-Oct-2005	3320517	23-Oct-2007	Precision Dermatology, Inc.
U.S. Federal	TAPERPAK	75931016	29-Feb-2000	2551738	26-Mar-2002	ECR Pharmaceuticals Co., Inc.
U.S. Federal	THE SCIENCE OF COMPLIANCE	77378486	23-Jan-2008	3525573	28-Oct-2008	Precision Dermatology, Inc.
U.S. Federal	TROPAZONE	77666128	09-Feb-2009	3850916	21-Sep-2010	ECR Pharmaceuticals Co., Inc.
U.S. Federal	TUSSICAPS	78271526	08-Jul-2003	3261803	10-Jul-2007	ECR Pharmaceuticals Co., Inc.
U.S. Federal	TUSSICAPS and Design	77058098	06-Dec-2006	3606459	14-Apr-2009	ECR Pharmaceuticals Co., Inc.
U.S. Federal	VIVATIA	77378476	23-Jan-2008	3573755	10-Feb-2009	Precision Dermatology, Inc.

Jurisdiction	Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Owner
U.S. Federal	ZOLPIMIST	77176611	09-May-2007	3958019	10-May-2011	ECR Pharmaceuticals Co., Inc.

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