

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM355759

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crown Laboratories, Inc.		09/16/2015	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Hayfin Services LLP		
Street Address:	One Eagle Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1Y 6AF		
Entity Type:	LIMITED LIABILITY PARTNERSHIP: UNITED KINGDOM		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	4470485	ALA-CORT	
Registration Number:	4470484	ALA-QUIN	
Registration Number:	4470486	ALA-SCALP	
Registration Number:	4334276	ALA SEB	
Registration Number:	4334278	ALA SEB T	
Registration Number:	4470557	BASLÉ	
Registration Number:	2501179	BLUE LIZARD	
Registration Number:	4752837	BLUE LIZARD	
Registration Number:	4470482	DELBASE	
Registration Number:	4334280	DEL CLENS	
Registration Number:	4637799	DERMASORB	
Registration Number:	4752834		
Registration Number:	4330493	REA LO 30	
Registration Number:	4582932	REA LO 40	
Registration Number:	2821427	SORBOLENE	
Registration Number:	4330496	SULFO LO	
Registration Number:	1106969	ULCEREASE	
Serial Number:	86387807	ALA-QUIN	
Serial Number:	86410647	ALA-SCALP	

CH \$790.00 4470485

Property Type	Number	Word Mark
Serial Number:	86730111	CORTICO-RECTAL
Serial Number:	86744502	CORTICO-HC RECTAL
Serial Number:	86449446	CURATIN
Serial Number:	86446987	IT PAYS TO BE BLUE
Serial Number:	86739577	NYATA
Serial Number:	86446963	OPACITY
Serial Number:	86453445	REA LO
Serial Number:	86352479	REA LO 39
Serial Number:	86387850	SMART BOTTLE
Serial Number:	86705515	TRIBAXIN
Serial Number:	86485831	ULCEREASE
Serial Number:	86446977	WE'VE GOT YOU COVERED

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: TGibb@mofo.com

Correspondent Name: Lynn Humphreys | Morrison & Foerster LLP

Address Line 1: 425 Market Street

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	72862-9
NAME OF SUBMITTER:	Lynn M. Humphreys
SIGNATURE:	/LMH/
DATE SIGNED:	09/21/2015

Total Attachments: 6

source=Crown-Trademark Security Agreement#page1.tif
source=Crown-Trademark Security Agreement#page2.tif
source=Crown-Trademark Security Agreement#page3.tif
source=Crown-Trademark Security Agreement#page4.tif
source=Crown-Trademark Security Agreement#page5.tif
source=Crown-Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of September 16, 2015 (this “Agreement”), is made by CROWN LABORATORIES, INC., a Tennessee corporation (the “Grantor”), in favor of HAYFIN SERVICES LLP, as administrative agent for the Lenders under the Credit Agreement referred to below (together with its successors, transferees or assignees, the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to a Credit Agreement, dated as of September 16, 2015 (as amended or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, each Guarantor party thereto and the Secured Parties, the Lenders have made Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of September 16, 2015 (as amended or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 4.01(d) of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for the benefit of the Secured Parties, and hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the “Trademark Collateral”):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers of the Grantor, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademark”);

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent, for the benefit of the Secured Parties, under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent, for the benefit of the Secured Parties, thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent, for the benefit of the Secured Parties, hereunder and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

CROWN LABORATORIES, INC., as the Grantor

By: _____

Name: Jeffery A. Bedard

Title: Founder/CEO

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 005627 FRAME: 0106

HAYFIN SERVICES LLP, as administrative agent
for the Lenders under the Credit Agreement

By: 
Name: _____
Title: **Neil Syers**
Finance Director

{Signature page to Trademark Security Agreement}

SCHEDULE I
to Trademark Security Agreement

Item A Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	Ala-Cort	4470485	<u>1/21/2014</u>
USA	Ala-Quin	4470484	<u>1/21/2014</u>
USA	Ala-Scalp	4470486	<u>1/21/2014</u>
USA	Ala Seb	4334276	<u>5/14/2013</u>
USA	Ala Seb T	4334278	<u>5/14/2013</u>
USA	Baslé	4470557	<u>1/21/2014</u>
Australia	Blue Lizard-name- words alone	1628212	<u>6/12/2014</u>
USA	Blue Lizard-name- words alone	2501179	<u>10/30/2001</u>
USA	Blue Lizard (stylized mark)	4752837	<u>2/24/2014</u>
Hong Kong	Blue Lizard	303105305	<u>8/18/2014</u>
Taiwan	Blue Lizard	1711523	<u>6/1/2015</u>
USA	Delbase	4470482	<u>1/21/2014</u>
USA	Del Clens	4334280	<u>5/14/2013</u>
USA	Dermasorb	4637799	<u>1/28/2014</u>
Australia	Lizard Logo with zig zag/old	783698	<u>1/25/1999</u>
USA	Lizard Design- picture/new	4752834	<u>2/24/2014</u>
USA	Rea Lo 30	4330493	<u>5/7/2013</u>
USA	Rea Lo 40	4582932	<u>8/12/2014</u>
USA	Sorbolene	2821427	<u>3/9/2004</u>
USA	Sulfo Lo	4330496	<u>5/7/2013</u>
USA	UlcetFase	1106969	<u>11/28/1978</u>

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
USA	Ala-Quin: stylized mark	86387807	<u>9/8/2014</u>
USA	Ala-Scalp (stylized mark)	86410647	<u>9/30/2014</u>
USA	Cortico-Rectal	86730111	<u>8/19/2015</u>
USA	Cortico-HC Rectal	86744502	<u>9/1/2015</u>
USA	Curatin	86449446	<u>11/10/2014</u>
USA	It Pays to be Blue	86446987	<u>11/6/2014</u>
USA	Nyata	86739577	<u>8/27/2015</u>
USA	Opacity	86446963	<u>11/6/2014</u>
USA	Rea Lo	86453445	<u>11/13/2014</u>
USA	Rea Lo 39	86352479	<u>7/30/2014</u>
USA	Smart Bottle	86387850	<u>9/8/2014</u>
USA	Tribaxin	86705515	<u>7/27/2015</u>
USA	UlcearEase (design & words)	86485831	<u>12/19/2014</u>
USA	We've Got You Covered	86446977	<u>11/6/2014</u>

Item B Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
USA and its insular possessions and territories	REFISSA	Suneva Medical, Inc.	Crown Laboratories, Inc.	1/29/2015	12/31/2017