

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360199

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ascend Pharmaceuticals, Inc.		10/23/2015	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NEXDERM, INC.		
Street Address:	1849 W. REDLANDS BLVD., SUITE 102		
City:	REDLANDS		
State/Country:	CALIFORNIA		
Postal Code:	92373		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3472988	PREVOX	
Registration Number:	3944027	APEELE	
Registration Number:	4649090	NEUROCAINE	
CORRESPONDENCE DATA			
Fax Number:	4086251148		
<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:	4086288882		
Email:	msullivan@mikesullivanlaw.com		
Correspondent Name:	MICHAEL J. SULLIVAN		
Address Line 1:	111 N. MARKET ST., SUITE 300		
Address Line 4:	SAN JOSE, CALIFORNIA 95113		
NAME OF SUBMITTER:	Michael J. Sullivan		
SIGNATURE:	/Michael J. Sullivan/		
DATE SIGNED:	10/27/2015		
Total Attachments: 5			
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OP \$90.00 3472988

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of October 23, 2015, is made by Ascend Pharmaceuticals, Inc. ("Assignor"), a California corporation, located at 1849 W. Redlands Boulevard, Suite 102, Redlands, CA 92373, in favor of Nexderm, Inc. ("Assignee"), a California corporation, located at 1849 W. Redlands Boulevard, Suite 102, Redlands, CA 92373.

Whereas, Assignor has agreed to convey, transfer and assign to Assignee certain trademarks of Assignor and has agreed to execute and deliver this Trademark Assignment for recording with national, federal and state government authorities including, but not limited to, the US Patent and Trademark Office ("USPTO").

NOW THEREFORE, the parties agree as follows:

1. Assignment. For consideration by Assignee duly acknowledged and received, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

- (a) the trademarks and trademark registrations set forth on Schedule A hereto and all issuances, extensions and renewals thereof;
- (b) all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party ("Licenses");
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;
- (d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law of any jurisdiction throughout the world; and
- (e) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Assigned Trademarks including, but not limited to, assignments, transfers and related powers of attorney.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

(a) All required filings and fees related to the trademark registration listed on Schedule A hereto have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and such trademark registration is otherwise in good standing. Assignor has provided Assignee with true and complete copies of any file histories, documents, certificates, office actions, correspondence and other materials related to such trademark registration that are not publicly available from the USPTO website.

(b) Assignor owns all right, title and interest in and to the Assigned Trademarks, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Assigned Trademarks and Assignor's ownership and use thereof.

(c) Assignor has provided Assignee with true and complete copies of all Licenses related to the Assigned Trademarks. All such Licenses are valid, binding and enforceable between Assignor and the other parties thereto, and Assignor and such other parties are in full compliance with the terms and conditions of such Licenses.

(d) No person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, the Assigned Trademarks.

4. General.

(a) Entire Agreement. This Trademark Assignment, together with Schedule A, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

(b) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Governing Law and Jurisdiction. All matters arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). The parties hereby submit to the exclusive jurisdiction of any state and federal courts sitting in San Jose, California with respect to all actions and proceedings arising out of or relating to this Agreement.

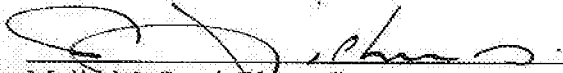
(d) Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by

facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

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


ASCEND PHARMACEUTICALS, INC.


Majid M. Seraj, Pharm.D.
CEO

Date: 10.27.15

AGREED TO AND ACCEPTED:

NEXDERM, INC.


Majid M. Seraj, Pharm.D.
CEO

Date: 10.27.15

SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT

ASSIGNED TRADEMARKS

US Trademark Registration Number 3472988 for "Prevox", including all rights held by Assignor to use of that mark

US Trademark Registration Number 3944027 for "APEELE", including all rights held by Assignor to use of that mark

US Trademark Registration Number 4649090 for "NEUROCAINE", including all rights held by Assignor to use of that mark