

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thermigen, LLC		12/17/2015	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Almirall, S.A.		
Street Address:	Ronda General Mitre, 151		
City:	Barcelona		
State/Country:	SPAIN		
Postal Code:	08022		
Entity Type:	CORPORATION: SPAIN		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	86318981	INJECTABLEENERGY	
Serial Number:	86225914	INJECTABLERF	
Registration Number:	4602615	THERMIAESTHETICS	
Registration Number:	4602979	THERMIDRY	
Serial Number:	86463578	THERMIEYES	
Registration Number:	4602614	THERMIRASE	
Registration Number:	4602613	THERMIRF	
Registration Number:	4621262	THERMISMOOTH	
Serial Number:	86260597	THERMISMOOTHRF	
Registration Number:	4602616	THERMITIGHT	
Registration Number:	4602983	THERMIVA	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	2127353000		
Email:	sara.mooney@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		

CH \$290.00 86318981

Address Line 2: Christopher D. Milla
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 183270/4

DOMESTIC REPRESENTATIVE

Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: 500 Boylston Street
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Christopher Milla

SIGNATURE: /s/ Christopher Milla

DATE SIGNED: 12/17/2015

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of December 17, 2015 by and between Almirall, S.A., a sociedad anónima organized under the laws of the Kingdom of Spain (“Creditor”) and THERMIGEN, LLC (“Grantor”).

RECITALS

A. Creditor has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the “Loans”) in the amounts and manner set forth in that certain Promissory Note by and between Creditor and Grantor dated the date hereof (as the same may be amended, modified or supplemented from time to time, the “Note”; capitalized terms used herein are used as defined in the Note). Creditor is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Creditor a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Note.

B. Pursuant to the terms of the Note, Grantor has granted to Creditor a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Note, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Note, Grantor grants and pledges to Creditor a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “Intellectual Property Collateral”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “Copyrights”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “Patents”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Creditor.

Grantor hereby authorizes Creditor to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

3. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Note, which is hereby incorporated by reference. The provisions of the Note shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Creditor with respect to the Intellectual Property Collateral are as provided by the Note and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original,

but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

7. Subordination Agreement. Reference is made to the Subordination Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Subordination Agreement”), among Creditor and Silicon Valley Bank, a California corporation. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Creditor pursuant to this Agreement and the exercise of any right or remedy by the Creditor hereunder, in each case, with respect to the Collateral are subject to the limitations and provisions of the Subordination Agreement. In the event of any inconsistency between the terms or conditions of this Agreement and the terms and conditions of the Subordination Agreement, the terms and conditions of the Subordination Agreement shall control.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:
THERMIGEN, LLC

By: [Signature]
Title: CEO/COO

CREDITOR:
ALMIRALL, S.A.

By: _____
Title: _____

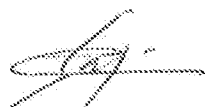
[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:
THERMIGEN, LLC

By: _____
Title: _____

CREDITOR:
ALMIRALL, S.A.

By:  _____
Title: Chief Executive Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

EXHIBIT A

Copyrights

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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EXHIBIT B

Patents

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
INJECTABLEENERGY	86/318,981	06/24/2014
INJECTABLERF	86/225,914	03/19/2014
THERMIAESTHETICS	4,602,615	09/09/2014
THERMIDRY	4,602,979	09/09/2014
THERMIEYES	86/463,578	11/24/2014
THERMIRASE	4,602,614	09/09/2014
THERMIRF	4,602,613	09/09/2014
THERMISMOOTH	4,621,262	10/14/2014
THERMISMOOTHRF	86/260,597	04/23/2014
THERMITIGHT	4,602,616	09/09/2014
THERMIVA	4,602,983	09/09/2014

EXHIBIT D

Mask Works

<u>Description</u>	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
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