

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387902

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pristine Newco, LLC		05/20/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	The Proactiv Company Sàrl		
Street Address:	Avenue Gratta-Paille 2		
City:	Lausanne		
State/Country:	SWITZERLAND		
Postal Code:	1018		
Entity Type:	société à responsabilité limitée: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2727658	COMBINATION THERAPY	
CORRESPONDENCE DATA			
Fax Number:	6197026859		
<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:	619-685-3055		
Email:	jenkins@scmv.com		
Correspondent Name:	Seltzer Caplan McMahon Vitek		
Address Line 1:	750 B Street, Suite 2100		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	E Jenkins		
SIGNATURE:	/EJJ/		
DATE SIGNED:	06/14/2016		
Total Attachments: 6			
source=2016-05-20 Pristine Newco to TPC#page1.tif			
source=2016-05-20 Pristine Newco to TPC#page2.tif			
source=2016-05-20 Pristine Newco to TPC#page3.tif			
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OP \$40.00 2727658

TRADEMARK ASSIGNMENT

Trademark Assignment (the "**Assignment**") made as of May 20, 2016 by Pristine Newco, LLC, a Delaware limited liability company ("**Assignor**") to The Proactiv Company Sàrl, a *Société à Responsabilité Limitée* organized under the laws of Switzerland ("**Assignee**").

WHEREAS, Assignee is the sole member of Assignor;

WHEREAS, Assignor has declared a distribution to Assignee of any of its assets remaining after the discharge or reasonable provision for discharge of its liabilities, and Assignor and Assignee have entered into a distribution agreement dated May 20, 2016 (the "**Distribution Agreement**") to evidence and effect such distribution; and

WHEREAS, in connection with the Distribution Agreement, Assignor desires to assign, and Assignee desires to receive, all of Assignor's right, title and interest in and to the trademark and associated registration set forth on Schedule A and all goodwill associated therewith (the "**Trademark**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

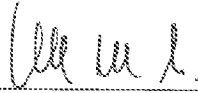
Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of its right, title and interest in and to the Trademark, and all registrations and applications for registration thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all liens in each country in the world, in all media, now existing or created in the future, and for the entire duration of such rights, including any renewals or extensions thereof; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of the Trademark, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or its legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if the Distribution Agreement had not been made.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first written above.

PRISTINE NEWCO, LLC

By: The Proactiv Company Sàrl,
its sole member

By: 
Name: Humberto C. Antunes
Title: Chairman of the Management

[Signature Page to Pristine Newco, LLC Trademark Assignment]

Schedule A

COMBINATION THERAPY (U.S. registration number 2727658, registered June 17, 2003)

DISTRIBUTION AGREEMENT

This DISTRIBUTION AGREEMENT (this "Agreement"), is made as of May 20, 2016, by and between Pristine Newco, LLC, a Delaware limited liability company ("Pristine Newco"), and The Proactiv Company Sàrl, a *Société à Responsabilité Limitée* organized under the laws of Switzerland ("TPC").

WHEREAS, KR Dermatologics, Inc. ("KRD") and TPC have entered into that certain Transfer Agreement, dated as of May 2, 2016, pursuant to which KRD sold, conveyed, transferred, assigned and delivered to TPC all of the issued and outstanding limited liability company interests of Pristine Newco;

WHEREAS, TPC is the sole member of Pristine Newco; and

WHEREAS, Pristine Newco has declared a distribution to TPC of any of its assets remaining after the discharge or reasonable provision for discharge of its liabilities, and Pristine Newco and TPC desire to enter into this Agreement to evidence and effect such distribution.

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Pristine Newco hereby distributes, conveys, transfers and assigns to TPC, and TPC hereby accepts and assumes, all of Pristine Newco's right, title and interest in any of its assets remaining after the discharge or reasonable provision for discharge of its liabilities. The distribution, conveyance, transfer and assignment described under this paragraph 1 shall be effective as of the date hereof.

2. Each party hereto agrees to execute and deliver such instruments and evidences of transfer and give such further assurances and perform such further acts as the other may reasonably request and as may reasonably be necessary in connection with the matters set forth herein.

3. This Agreement and all actions confirmed hereby shall be governed, construed and interpreted in accordance with the laws of the state of New York, without giving effect to its principles or rules of conflicts of laws, to the extent such principles or rules are not mandatorily applicable by statute and would permit or require the application of the laws of another jurisdiction.

4. This Agreement may not be amended or modified except by an instrument in writing signed by, or on behalf of, each party hereto. This Agreement shall

be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

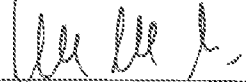
5. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

(Signature Page Follows)


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PRISTINE NEWCO, LLC

By: The Proactiv Company Sàrl,
its sole member

By: 
Name: Humberto C. Antunes
Title: Chairman of the Management

THE PROACTIV COMPANY SÀRL

By: 
Name: Humberto C. Antunes
Title: Chairman of the Management

[Signature Page to Distribution Agreement -- Pristine Newco, LLC]