

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397879

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Elta MD, Inc.		09/06/2016	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Swiss-American CDMO LLC		
<b>Street Address:</b>	2055 Luna Road		
<b>Internal Address:</b>	Suite 126		
<b>City:</b>	Carrollton		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75006		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 19</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3230230	CLEAR CHOICE	
<b>Registration Number:</b>	3421143	DERMAVASE	
<b>Registration Number:</b>	1850178	ELTA	
<b>Registration Number:</b>	1850193	ELTA	
<b>Registration Number:</b>	3528835	ELTA SILVERGEL	
<b>Registration Number:</b>	3367549	HYDROVASE	
<b>Registration Number:</b>	3367547	MICAVASE	
<b>Registration Number:</b>	1757882		
<b>Registration Number:</b>	1796731		
<b>Registration Number:</b>	1762296		
<b>Registration Number:</b>	3367550	NUVASE	
<b>Registration Number:</b>	3367551	PRIMAVASE	
<b>Registration Number:</b>	3593546	PROVASE	
<b>Registration Number:</b>	3325284	SWISS-AMERICAN	
<b>Registration Number:</b>	3325285	SWISS-AMERICAN	
<b>Registration Number:</b>	3325283	SWISS-AMERICAN	
<b>Registration Number:</b>	1712937	THE MELTING MOISTURIZER	
<b>Registration Number:</b>	1796728	THE MELTING MOISTURIZER	

CH \$490.00 3230230

Property Type	Number	Word Mark
Registration Number:	3367548	TRIVASE
<b>CORRESPONDENCE DATA</b>		
Fax Number:	2147455390	
<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:	214-745-5226	
Email:	AWALKER@WINSTEAD.COM	
Correspondent Name:	Andrea Walker, Winstead PC	
Address Line 1:	P. O. Box 131851	
Address Line 4:	Dallas, TEXAS 75313-1851	
ATTORNEY DOCKET NUMBER:	50174-G99999	
NAME OF SUBMITTER:	Andrea Walker	
SIGNATURE:	/Andrea Walker/	
DATE SIGNED:	09/08/2016	
<b>Total Attachments: 3</b>		
source=50174-G99999 signed Assignment of Trademarks, Elta MD, Inc. to Swiss-American CDMO LLC#page1.tif		
source=50174-G99999 signed Assignment of Trademarks, Elta MD, Inc. to Swiss-American CDMO LLC#page2.tif		
source=50174-G99999 signed Assignment of Trademarks, Elta MD, Inc. to Swiss-American CDMO LLC#page3.tif		

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made and entered into effective as of January 1, 2016, ("Effective Date"), by **Elta MD, Inc.**, a Texas corporation, of 2055 Luna Road, Suite 126, Carrollton, Texas 75006, ("**Assignor**") and **Swiss-American CDMO LLC**, a Delaware limited liability company, of 2055 Luna Road, Suite 126, Carrollton, Texas 75006, ("**Assignee**").

WHEREAS, Assignor is the registrant and owner of record of certain trademarks and trademark applications and registrations set forth on Exhibit A to this Assignment, which is attached hereto and incorporated herein by reference (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in and to the Trademarks and their accompanying good will; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate a full and complete assignment by Assignor to Assignee of all of Assignor's rights in and to the Trademarks and all of the good will symbolized by the Trademarks and associated therewith in connection with the business in which the Trademarks are used;

NOW, THEREFORE, for and in consideration of the foregoing premises and Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Trademarks including domestic and foreign rights, including without limitation: (i) all good will symbolized by and associated with the Trademarks; (ii) any and all applications, registrations or certificates or renewals that may be pending, issued or granted therefor; (iii) all income, royalties, damages or other remedies and payments now or hereafter due or payable in respect to the Trademarks; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Trademarks, throughout the entire world; and (v) the right to file and prosecute applications and/or renewals and obtain registrations of the Trademarks in Assignee's own name throughout the world, including, without limitation, all rights of priority.

Assignor agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, verified statements, and any other agreements, documents or instruments as may be necessary or appropriate to perfect the rights, title and interest assigned hereby in Assignee, its successors, assigns and legal representatives. Assignor further agrees to communicate to Assignee, and its successors, assigns and legal representatives, any facts known to Assignor respecting the Trademarks and to provide to Assignee all written and electronic documentation in support of its ownership and continuous use of the Trademarks from the date of first use or after registration; and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful agreements, documents or instruments, make all lawful oaths and generally do everything reasonably possible to vest legal title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain, maintain, and enforce its rights under the Trademarks.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

**"Assignor"**

**Elta MD, Inc.**

By: Ede Payne

Name: Ede Payne

Title: Chief Operating Officer

Date: September 6, 2016

**"Assignee"**

**Swiss-American CDMO LLC**

By: Ede Payne

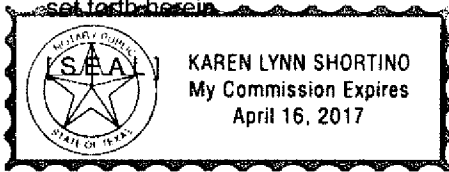
Name: Ede Payne

Title: Chief Operating Officer

Date: September 6, 2016

STATE OF Texas §  
COUNTY OF Dallas §

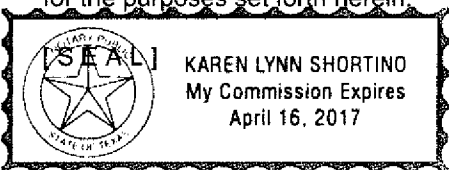
This instrument was acknowledged before me on the 6<sup>th</sup> day of September, 2016, by Ede Payne, on behalf of Assignor, Elta MD, Inc., for the purposes set forth herein.



Karen R Shortino  
Notary Public  
My Commission Expires: 04/16/2017

STATE OF Texas §  
COUNTY OF Dallas §

This instrument was acknowledged before me on the 6<sup>th</sup> day of September, 2016, by Ede Payne, on behalf of Assignee, Swiss-American CDMO, LLC, for the purposes set forth herein.



Karen R Shortino  
Notary Public  
My Commission Expires: 04/16/2017

**EXHIBIT A**

<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>
U.S.	CLEAR CHOICE (Class 044)	3,230,230
U.S.	DERMAVASE (Class 005)	3,421,143
U.S.	ELTA (Class 003)	1,850,178
U.S.	ELTA (Class 005)	1,850,193
I.R.	ELTA (Classes 003 & 005)- Madrid Protocol (BH, DK, FR, DE, GR, IR, IE, IT, NO, ES, SE, CH, TR, GB)	946,847
U.S.	ELTA SILVERGEL	3,528,835
U.S.	HYDROVASE (Class 005)	3,367,549
U.S.	MICAVASE (Class 005)*	3,367,547
U.S.	Miscellaneous Design (Snowflake) (Class 003)	1,757,882
U.S.	Miscellaneous Design (Snowflake) (Class 005)*	1,796,731
U.S.	Miscellaneous Design (Sun-Drop Logo) (Class 003)	1,762,296
U.S.	NUVASE (Class 005)	3,367,550
U.S.	PRIMAVASE (Class 005)*	3,367,551
U.S.	PROVASE (Class 005)	3,593,546
U.S.	SWISS-AMERICAN (Class 003)	3,325,284
U.S.	SWISS-AMERICAN (Class 005)	3,325,285
U.S.	SWISS-AMERICAN (Class 042)	3,325,283
U.S.	THE MELTING MOISTURIZER (Class 003)	1,712,937
U.S.	THE MELTING MOISTURIZER (Class 005)	1,796,728
U.S.	TRIVASE (Class 005)	3,367,548

\* = inactive