

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM466501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CUTISPHARMA, INC.		03/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent		
Street Address:	2001 Ross Ave., Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4420640	CP	
Registration Number:	4473417	CUTISPHARMA	
Registration Number:	5244475	FIRST	
Registration Number:	3275609	FIRST	
Registration Number:	2636155	FIRST RX	
Registration Number:	4678283	ORAL SOLUTION	
Registration Number:	4416915	ORAL SUSPENSION	
Registration Number:	4416916	SUPPOSITORY	
Registration Number:	4615796	TOPICAL	
Registration Number:	3410259	SMART PRODUCTS FOR SMART PEOPLE	
Registration Number:	5055386	TRANSFORMING COMPOUNDING THROUGH INNOVAT	
Registration Number:	5360667	TRANSFORMING MEDICINE THROUGH INNOVATION	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<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:	4045723408		
Email:	mramic@kslaw.com		
Correspondent Name:	Mia Ramic King & Spalding LLP		

OP \$315.00 4420640

TRADEMARK

Address Line 1: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 14868.015097

NAME OF SUBMITTER: /S/ MIA RAMIC

SIGNATURE: /S/ MIA RAMIC

DATE SIGNED: 03/21/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of March 21, 2018, by and between CUTISPHARMA, INC., a Delaware corporation ("Grantor"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., in its capacity as collateral agent for certain secured parties ("Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as March 21, 2018 by and among CUTISPHARMA, INC., a Delaware corporation ("Company"), the Credit Parties from time to time thereto, the Persons signatory thereto from time to time as lenders (the "Lenders") and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Administrative Agent for the Lenders, Collateral Agent and Lead Arranger (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and other financial accommodations to the Company;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of March 21, 2018 by and among Grantor, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a

signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

[Signature Pages to Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CUTISPHARMA, INC., as Grantor

By: 

Name: Jeff Edwards

Title: President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006296 FRAME: 0784

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING GROUP,
L.P, as Collateral Agent

By: _____

Name: Greg Watts






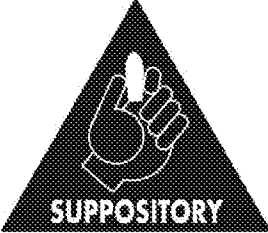
Title: Senior Vice President


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006296 FRAME: 0785

Schedule A to Trademark Security Agreement

Registered Trademarks

TRADEMARK	SERIAL NUMBER / REGISTRATION NUMBER	FILING DATE / REGISTRATION DATE
	Reg. No. 4420640	10/22/13
CUTISPHARMA	Reg. No. 4473417	1/28/14
	Reg. No. 5244475	7/18/17
	Reg. No. 3275609	8/7/07
FIRST	Reg. No. 2636155	10/15/02
	Reg. No. 4678283	1/27/15
	Reg. No. 4416915	10/15/13
	Reg. No. 4416916	10/15/13

	Reg. No. 4615796	10/7/14
SMART PRODUCTS FOR SMART PEOPLE	Reg. No. 3410259	4/8/08
TRANSFORMING COMPOUNDING THROUGH INNOVATION	Reg. No. 5055386	10/4/16
TRANSFORMING MEDICINE THROUGH INNOVATION	Reg. No. 5360667	12/19/17
FIRVANQ	Application No. 1859135	9/25/17
FIRVANQ	Application No. 017232752	9/21/17
	Application No. 1771137	3/7/16
	International Reg. No. 1296679	3/7/16 ¹
TRANSFORMING MEDICINE THROUGH INNOVATION	Application No. 1800763	9/16/16
TRANSFORMING MEDICINE THROUGH INNOVATION	Reg. No. 015819171	3/22/17
RXM THERAPEUTICS	Reg. No. 19256574	4/14/17

¹ India issued a Notice of Provisional Refusal of Protection on March 30, 2017, and the time for responding or requesting reconsideration has expired.

VANFYRST	Application No. 1859133	9/25/17
VANFYRST	Application No. 01732802	9/21/17