

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allergan Pharmaceuticals International Limited		09/20/2018	private company limited by shares: IRELAND
RECEIVING PARTY DATA			
Name:	Aqua Pharmaceuticals, LLC		
Street Address:	707 Eagleview Blvd., Suite 200		
City:	Exton		
State/Country:	PENNSYLVANIA		
Postal Code:	19341		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87058418	SEYSARA	
Serial Number:	87573629	SEYSARA	
CORRESPONDENCE DATA			
Fax Number:	2156894934		
<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:	215-979-1191		
Email:	nkmclaughlin@duanemorris.com		
Correspondent Name:	Nicole K. McLaughlin, Duane Morris LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-4196		
ATTORNEY DOCKET NUMBER:	F5803-00071		
NAME OF SUBMITTER:	Nicole K. McLaughlin		
SIGNATURE:	/Nicole K. McLaughlin/		
DATE SIGNED:	10/08/2018		
Total Attachments: 6			
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SARECYCLINE TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS SARECYCLINE TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Agreement") is dated as of September 20, 2018 ("Effective Date"), and is made by and between Allergan Pharmaceuticals International Limited, an Irish private company limited by shares, on behalf of itself and its Affiliates that have any right, title, or interest in, to or under the Assigned Intellectual Property (as defined below) (collectively, the "Assignors"), and Aqua Pharmaceuticals, LLC, a Pennsylvania limited liability company ("Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Business Acquisition Agreement among Allergan Pharmaceuticals International Limited, Allergan Sales, LLC, Almirall, Inc., a Delaware corporation, and Almirall, S.A., as parent guarantor, dated as of August 3, 2018 (the "Purchase Agreement"), among other things, Assignors have agreed to (and cause their applicable Affiliates to) sell, convey, assign and transfer to Almirall, Inc., at the Closing, all right, title and interest in, to and under all of the Sarecycline Assets, including the Sarecycline Trademarks (as listed on Schedule A hereto) and the Sarecycline Domain Names (as listed on Schedule B hereto) (the Sarecycline Trademarks and Sarecycline Domain Names, collectively, the "Assigned Intellectual Property");

WHEREAS, as a condition to the Closing, the Parties agreed to enter into this Agreement pursuant to which each Assignor shall assign to Almirall, Inc. all of such Assignor's respective right, title and interest in, to and under the Assigned Intellectual Property, as the case may be; and

WHEREAS, Almirall, Inc. has assigned all of its rights and obligations under the Purchase Agreement to Assignee, an indirect wholly owned subsidiary of Almirall, Inc.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms; Interpretation. Capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement. This Agreement shall be interpreted in accordance with the rules of construction set forth in Section 11.11 of the Purchase Agreement.

2. Assignment of Rights in Sarecycline Trademarks. Effective upon the Effective Date, each Assignor hereby sells, conveys, assigns and transfers to Assignee all of such Assignor's respective right, title and interest in, to and under (a) the Sarecycline Trademarks, (b) the goodwill associated with the use of and symbolized by the Sarecycline Trademarks, (c) all applications and registrations for the Sarecycline Trademarks, and (d) any and all rights, benefits, privileges and proceeds under the Sarecycline Trademarks throughout the world, including (i) any claim by such Assignor against Third Parties for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Sarecycline Trademarks, (ii) the exclusive right to apply for, maintain and claim priority from all registrations, renewals or extensions thereof, and (iii) the exclusive right to grant licenses or other interests therein.

3. Assignment of Rights in Sarecycline Domain Names. Effective upon the Effective Date, each Assignor hereby sells, conveys, assigns and transfers to Assignee all of such Assignor's respective right, title and interest in, to and under (a) the Sarecycline Domain Names, (b) all applications and registrations for the Sarecycline Domain Names, and (c) any and all rights, benefits, privileges and proceeds under the Sarecycline Domain Names throughout the world, including (i) any claim by such Assignor against Third Parties for past, present or future infringement, misappropriation, misuse or other violation of the Sarecycline Domain Names, (ii) the exclusive right to apply for and maintain all registrations and renewals thereof, and (iii) the exclusive right to grant licenses or other interests therein.

4. Power of Attorney. Each Assignor hereby appoints Assignee as such Assignor's true and lawful attorney in fact for the sole purpose of this Agreement, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient, in each case solely in order to vest or perfect the rights and causes of action to and under the Assigned Intellectual Property more effectively onto Assignee, or to protect the same or to enforce any claim or right of any kind with respect thereto.

5. Miscellaneous. This Agreement is executed and delivered pursuant to, is in accordance with, and is subject to, all of the representations, warranties, covenants and indemnities set forth in the Purchase Agreement, all of which shall survive the consummation of the transactions contemplated hereby on the basis and to the extent set forth in the Purchase Agreement. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement nor shall this Agreement reduce, expand or enlarge any remedies under the Purchase Agreement. In the event that any provision of this Agreement shall be construed to conflict with a provision in the Purchase Agreement, the terms of the Purchase Agreement shall control. This Agreement may be executed in any number of counterparts (including by facsimile or electronic transmission in .pdf, .tiff or any similar format), each of which shall be an original, but all of such counterparts together constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed in all respects, including validity, interpretation, construction, performance and effect, by the internal laws of the State of New York, without regard to its conflict of laws principles that would result in the application of the law of any other state or jurisdiction. This Agreement may not be waived or amended except by an instrument in writing signed on behalf of each of the parties hereto.

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IN WITNESS WHEREOF, the undersigned has executed this Sarecycline Trademark and Domain Name Assignment Agreement as of the date first set forth above.

ASSIGNORS:

ALLERGAN PHARMACEUTICALS
INTERNATIONAL LIMITED, on behalf of itself
and its Affiliates that have any right, title, or interest
in, to or under the Assigned Intellectual Property

By: Patricia Haran
Name: PATRICIA HARAN
Title: SECRETARY

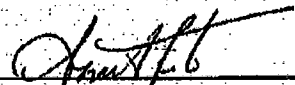
[Signature Page to Sarecycline Trademark and Domain Name Assignment Agreement]

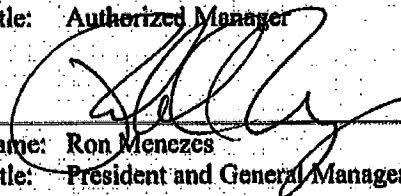
**TRADEMARK
REEL: 006451 FRAME: 0417**

IN WITNESS WHEREOF, the Assignee has executed this Sarecycline Trademark and Domain Name Assignment Agreement as of the date first set forth above.

ASSIGNEE:

AQUA PHARMACEUTICALS, LLC

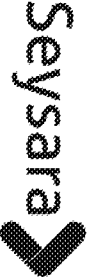
By: 
Name: Amita Kent
Title: Authorized Manager

By: 
Name: Ron Menezes
Title: President and General Manager

[Signature Page to Sarecycline Trademark and Domain Name Assignment Agreement]

Schedule A

Sarecycline Trademarks

TRADEMARK	COUNTRY	STATUS	OWNER	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.	Class
SEYSARA	US	Pending	Allergan Pharmaceuticals International Limited	2-Jun-16	87058418			5
SEYSARA Design (shown below) 	US	Pending	Allergan Pharmaceuticals International Limited	17-Aug-17	87573629			5

Schedule B

Sarecycline Domain Names

Domain Name	Renewal Status	Paid Through Date	TLD	UDF-Brand
getseysara.com	Auto Renewal	2019-09-20	.com	Seysara
myseysara.com	Auto Renewal	2019-09-20	.com	Seysara
seysara.biz	Auto Renewal	2019-09-20	.biz	Seysara
seysara.ca	Auto Renewal	2019-09-20	.ca	Seysara
seysara.co.uk	Auto Renewal	2019-09-20	.co.uk	Seysara
seysara.com	Auto Renewal	2021-06-06	.com	Seysara
seysara.eu	Auto Renewal	2019-09-20	.eu	Seysara
seysara.info	Auto Renewal	2019-09-20	.info	Seysara
seysara.me	Auto Renewal	2019-09-20	.me	Seysara
seysara.net	Auto Renewal	2019-09-20	.net	Seysara
seysara.org	Auto Renewal	2019-09-20	.org	Seysara
seysaraaccess.com	Auto Renewal	2019-09-20	.com	Seysara
seysaraacne.com	Auto Renewal	2019-09-20	.com	Seysara
seysarahcp.co.uk	Auto Renewal	2019-09-20	.co.uk	Seysara
seysarahcp.com	Auto Renewal	2019-09-20	.com	Seysara
seysarahcp.info	Auto Renewal	2019-09-20	.info	Seysara
seysarahcp.net	Auto Renewal	2019-09-20	.net	Seysara
seysarahcp.org	Auto Renewal	2019-09-20	.org	Seysara
seysaramd.com	Auto Renewal	2019-09-20	.com	Seysara
seysaramedication.com	Auto Renewal	2019-09-20	.com	Seysara
seysarapatient.com	Auto Renewal	2019-09-20	.com	Seysara
seysarapatientsupport.com	Auto Renewal	2019-09-20	.com	Seysara
seysarasavings.com	Auto Renewal	2019-09-20	.com	Seysara
seysaratrial.com	Auto Renewal	2019-09-20	.com	Seysara
tryseysara.com	Auto Renewal	2019-09-20	.com	Seysara