

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496201

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Topix Pharmaceuticals Inc.		10/31/2018	Corporation: NEW YORK
Stearn's Products, Inc.		10/31/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
Street Address:	245 Park Avenue, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	1790096	BENZADERM	
Registration Number:	1988978	PHARMATOPIX	
Registration Number:	2030285	RESURFIX	
Registration Number:	2032162	GLYSALIX	
Registration Number:	2034113	TOPIX	
Registration Number:	2133735	CITRIX	
Registration Number:	2677564	GUARDIX	
Registration Number:	2677565	EMOLIX	
Registration Number:	2680589	AQUIX	
Registration Number:	2680590	EURIX	
Registration Number:	2688357	REPLENIX	
Registration Number:	2773132	GLY/SAL	
Registration Number:	3056119	SOLVERE	
Registration Number:	2483833	CLEAR VEIN	
Registration Number:	5164770	DERMA · E	
Registration Number:	4623841	DERMA E	
Registration Number:	4391031	DERMA E	
Registration Number:	0966217	DERMA-E	

CH \$765.00 1790096

Property Type	Number	Word Mark
Registration Number:	4136882	EVENLY RADIANT
Registration Number:	4540977	FULL-SPECTRUM VITAMIN E TOCOPHEROLS TOCO
Registration Number:	5535768	NECKLETAGE
Registration Number:	2494312	PSORZEMA
Registration Number:	3520287	SKINBIOTICS
Registration Number:	4272060	STOP ITCH
Registration Number:	4699979	VERY CLEAR
Registration Number:	4715308	VERY CLEAR
Registration Number:	4749936	
Serial Number:	88017344	GLYCOLIX ELITE
Serial Number:	87750694	MICRO-BRANDED SKIN CARE INNOVATIONS
Serial Number:	87820660	RETINOLFORTE

CORRESPONDENCE DATA

Fax Number: 2129692900

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.

Phone: 212-969-3000

Email: ypan@proskauer.com

Correspondent Name: Alok A. Choksi

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 11668-347

NAME OF SUBMITTER: Alok A. Choksi

SIGNATURE: /Alok A. Choksi/

DATE SIGNED: 10/31/2018

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of October 31, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Topix Pharmaceuticals Inc., a New York corporation (“**Topix**”) and Stearn’s Products, Inc., a California corporation (“**Stearn’s**” and together with Topix, each a “**Grantor**” and collectively the “**Grantors**”) in favor of Ares Capital Corporation, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

WHEREAS, each Grantor is party to that certain Security Agreement, dated as of October 31, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to any and all of the following assets and properties, wherever located and whether now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks, including those listed on Schedule A hereto,
- (ii) all rights to sue or otherwise recover for infringements, dilutions or other violations thereof, and
- (iii) to the extent not otherwise included, all Proceeds, products, accessions, rents and profits of any and all of the foregoing;

provided that the Trademark Collateral shall not include any Excluded Assets.

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security

interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at each Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

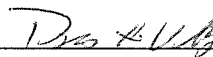
SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

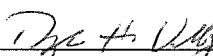
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IN WITNESS WHEREOF, the Grantors party hereto have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TOPIX PHARMACEUTICALS INC., as a
Grantor

By: 
Name: Douglas H. Vandenberg
Title: Chief Financial Officer

STEARN'S PRODUCTS, INC., as a Grantor

By: 
Name: Douglas H. Vandenberg
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006471 FRAME: 0366

ACCEPTED AND ACKNOWLEDGED BY:



ARES CAPITAL CORPORATION,
as Administrative Agent and Collateral Agent



By: _____
Name: _____
Title: _____

Mitchell Goldstein
Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Topix Pharmaceuticals Inc.	BENZADERM	1790096	8/31/1993
Topix Pharmaceuticals Inc.	PHARMATOPIX	1988978	7/23/1996
Topix Pharmaceuticals Inc.	RESURFIX	2030285	1/14/1997
Topix Pharmaceuticals Inc.	GLYSALIX	2032162	1/21/1997
Topix Pharmaceuticals Inc.	TOPIX	2034113	1/28/1997
Topix Pharmaceuticals Inc.	CITRIX	2133735	2/3/1998
Topix Pharmaceuticals Inc.	GUARDIX	2677564	1/21/2003
Topix Pharmaceuticals Inc.	EMOLIX	2677565	1/21/2003
Topix Pharmaceuticals Inc.	AQUIX	2680589	1/28/2003
Topix Pharmaceuticals Inc.	EURIX	2680590	1/28/2003
Topix Pharmaceuticals Inc.	REPLENIX	2688357	2/18/2003
Topix Pharmaceuticals Inc.	GLY/SAL	2773132	10/14/2003
Topix Pharmaceuticals Inc.	SOLVERE	3056119	1/31/2006
Stearn's Products, Inc.	CLEAR VEIN	2483833	8/28/2001
Stearn's Products, Inc.		5164770	3/21/2017
Stearn's Products, Inc.		4623841	10/21/2014
Stearn's Products, Inc.	dermae	4391031	8/27/2013
Stearn's Products, Inc.	DERMA-E	966217	8/14/1973
Stearn's Products, Inc.	EVENLY RADIANT	4136882	5/1/2012

	EVENLY RADIANT		
Stearn's Products, Inc.	 <p>FULL-SPECTRUM VITAMIN E TOCOPHEROLS TOCOTRIENOLS ABGD</p>	4540977	6/3/2014
Topix Pharmaceuticals Inc.	NECKLETAGE	5535768	8/7/2018
Stearn's Products, Inc.	PSORZEMA	2494312	10/2/2001
Stearn's Products, Inc.	SKINBIOTICS	3520287	10/21/2008
Stearn's Products, Inc.	STOP ITCH	4272060	1/8/2013
Stearn's Products, Inc.	VERY CLEAR	4699979	3/10/2015
Stearn's Products, Inc.	VERY CLEAR	4715308	4/7/2015
Stearn's Products, Inc.		4749936	6/2/2015

TRADEMARK APPLICATIONS

Grantor	Mark	Application No.	Application Date
Topix Pharmaceuticals Inc.	GLYCOLIX ELITE	88017344	6/27/2018
Topix Pharmaceuticals Inc.	MICRO-BRANDED SKIN CARE INNOVATIONS	87750694	1/10/2018
Topix Pharmaceuticals Inc.	RETINOLFORTE	87820660	3/5/2018