

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493056

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, Inc. (Affiliate of Allergan Sales, LLC)		09/20/2018	Corporation: DELAWARE
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: 3			
Property Type	Number	Word Mark	
Registration Number:	3419732	ACZONE	
Registration Number:	1989254	AZELEX	
Registration Number:	2124432	TAZORAC	
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:	F5803-00070		
NAME OF SUBMITTER:	Nicole K. McLaughlin		
SIGNATURE:	/Nicole K. McLaughlin/		
DATE SIGNED:	10/08/2018		
Total Attachments: 7			
source=2018 09 20 - Med Derm Products Trademark Assign#page1.tif			
source=2018 09 20 - Med Derm Products Trademark Assign#page2.tif			

CH \$90.00 3419732

source=2018 09 20 - Med Derm Products Trademark Assign#page3.tif
source=2018 09 20 - Med Derm Products Trademark Assign#page4.tif
source=2018 09 20 - Med Derm Products Trademark Assign#page5.tif
source=2018 09 20 - Med Derm Products Trademark Assign#page6.tif
source=2018 09 20 - Med Derm Products Trademark Assign#page7.tif

**OTHER MED DERM PRODUCTS
TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT**

THIS OTHER MED DERM PRODUCTS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Agreement") is dated as of September 20, 2018 ("Effective Date"), and is made by and between Allergan Sales, LLC, a Delaware limited liability company, 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").

W I T N E S S E T H :

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 Other Med Derm Assets, including the Aczone Trademarks, Azelex Trademarks and Tazorac Trademarks (as listed on Schedule A hereto, the "Trademarks") and the Aczone Domain Names, Azelex Domain Names, Cordran Tape Domain Names and Tazorac Domain Names (as listed on Schedule B hereto, the "Domain Names") (the Trademarks and 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 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 Trademarks, (b) the goodwill associated with the use of and symbolized by the Trademarks, (c) all applications and registrations for the Trademarks, and (d) any and all rights, benefits, privileges and proceeds under the 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 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 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 Domain Names, (b) all applications and registrations for the Domain Names, and (c) any and all rights, benefits, privileges and proceeds under the 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 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.

[Remainder of Page Intentionally Left Blank]

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

ASSIGNORS:

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

By: 
Name: Sig Kirk
Title: Vice President

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

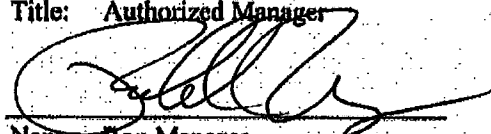
ASSIGNEE:

AQUA PHARMACEUTICALS, LLC

By: 

Name: Amita Kent

Title: Authorized Manager

By: 

Name: Ron Menezes

Title: President and General Manager

[Signature Page to Other Med Derm Products Trademark and Domain Name Assignment Agreement]

Schedule A
Trademarks

Aczone Trademarks

TRADEMARK	COUNTRY	STATES	OWNER	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.	NEXT RENEWAL DATE	CLASSES AND GOODS
ACZONE	US	Registered	ALLERGAN, INC.	2-Feb-04	78360867	29-Apr-08	3419732	29-Apr-28	5 PHARMACEUTICAL, NAMELY, A TOPICAL PREPARATION FOR THE TREATMENT OF ACNE

Azelex Trademarks

TRADEMARK	COUNTRY	STATES	OWNER	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.	NEXT RENEWAL DATE	CLASSES AND GOODS
AZELEX	US	Registered	ALLERGAN, INC.	8-Nov-94	74/596777	23-Jul-96	1989254	23-Jul-26	5 PHARMACEUTICAL PREPARATIONS AND SUBSTANCES FOR THE TREATMENT OF DERMATOLOGICAL CONDITIONS AND DISORDERS

Tazorac Trademarks

TRADEMARK	COUNTRY	STATES	OWNER	APPL. DATE	APPL. NO.	REG. DATE	REG. NO.	NEXT RENEWAL DATE	CLASSES AND GOODS
TAZORAC	US	Registered	ALLERGAN, INC.	19-Sep-96	75/175133	23-Dec-97	2124432	23-Dec-27	5 TOPICAL AND ORAL RECEPTOR-SPECIFIC RETINOIDS FOR DISEASES OF KERATINIZATION AND DISEASES OF THE SKIN

Schedule B

Domain Names

Aczone Domain Names

Domain Name	Renewal Status	Paid Through Date	UDF-Brand
aczone.biz	Auto Renewal	2020-08-08	Aczone
aczone.cc	Auto Renewal	2019-08-09	Aczone
aczone.com	Auto Renewal	2021-05-30	Aczone
aczone.info	Auto Renewal	2019-08-06	Aczone
aczone.net	Auto Renewal	2019-08-06	Aczone
aczone.org	Auto Renewal	2019-08-06	Aczone
aczone.tv	Auto Renewal	2019-08-09	Aczone
aczone.us	Auto Renewal	2020-08-08	Aczone
aczone.ws	Auto Renewal	2019-10-16	Aczone
aczone.xxx-block	Auto Renewal	2021-12-01	Aczone
aczone25.com	Auto Renewal	2019-10-18	Aczone
aczonegel.com	Auto Renewal	2019-07-01	Aczone
aczonehcp.com	Auto Renewal	2019-04-23	Aczone
aczonemusical.com	Auto Renewal	2020-03-12	Aczone
aczonesave.com	Auto Renewal	2020-04-28	Aczone
aczonethemusical.com	Auto Renewal	2020-03-12	Aczone
aczonethemusical.net	Auto Renewal	2020-03-12	Aczone
fallforaczone.com	Auto Renewal	2020-05-30	Aczone
getaczone.com	Auto Renewal	2020-04-28	Aczone
myaczone.com	Auto Renewal	2020-04-28	Aczone
tryaczone.com	Auto Renewal	2019-01-18	Aczone

Azelex Domain Names

Domain Name	Renewal Status	Paid Through Date	UDF-Brand
azelex.biz	Auto Renewal	2019-11-18	Azelex
azelex.com	Auto Renewal	2019-12-22	Azelex

Cordran Tape Domain Names

Domain Name	Renewal Status	Paid Through Date	UDF-Brand
cordrantape-rx.com	Auto Renewal	2018-11-17	Cordran
cordrantape.com	Auto Renewal	2019-06-16	Cordran

Tazorac Domain Names

Domain Name	Renewal Status	Paid Through Date	UDF-Brand
-------------	----------------	-------------------	-----------

tazorac.biz	Auto Renewal	2019-11-18	Tazorac
tazorac.com	Auto Renewal	2019-12-22	Tazorac
tazorac.info	Auto Renewal	2019-07-31	Tazorac
tazorac.net	Auto Renewal	2019-10-27	Tazorac
tazorac.xxx-block	Auto Renewal	2021-12-01	Tazorac
tazoracinformation.com	Auto Renewal	2019-06-29	Tazorac
tazoracrebate.com	Auto Renewal	2020-03-14	Tazorac
tazoracsmoothstart.biz	Auto Renewal	2019-11-06	Tazorac
tazoracsmoothstart.com	Auto Renewal	2019-10-27	Tazorac
tazoracsmoothstart.info	Auto Renewal	2019-09-14	Tazorac
tazoracsmoothstart.net	Auto Renewal	2019-10-27	Tazorac
wwwtazorac.com	Auto Renewal	2019-10-11	Tazorac