

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502091

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.		11/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Aclaris Therapeutics, Inc.		
Street Address:	640 Lee Road, Suite 200		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86306966	RHOFAD	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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>			
Email:	trademarks@cooley.com		
Correspondent Name:	Karen K. Won		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	323610-117		
NAME OF SUBMITTER:	Amanda Costa		
SIGNATURE:	/Amanda Costa/		
DATE SIGNED:	12/14/2018		
Total Attachments: 4			
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source=Aclaris Assignment (US-EU)#page4.tif			

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Recordable Trademark Assignment Agreement

This Recordable Trademark Assignment Agreement ("Agreement") is entered into as of the last date of signature below by and between **Allergan, Inc.**, a Delaware corporation with a principal address of 5 Giralda Farms, Madison, New Jersey 07940, USA (the "Assignor") and **Aclaris Therapeutics, Inc.**, a Delaware corporation with a principal address of 640 Lee Road, Suite 200, Wayne Pennsylvania 19087, USA (the "Assignee").

RECITALS

WHEREAS, Assignor has adopted, used and/or intends to use, and is the owner of, the trademarks and corresponding trademark applications and registrations listed in Schedule A attached hereto (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee have entered into that certain Trademark and Domain Name Assignment Agreement, dated November 30, 2018 (the "Trademark and Domain Name Assignment Agreement"), pursuant to which Assignor has assigned to Assignee all of Assignor's right, title and interest in, to and under certain intellectual property; and

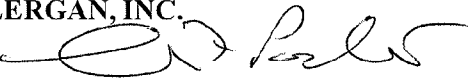
WHEREAS, Assignor and Assignee wish to confirm, memorialize and record the assignment of the Trademarks as set forth in the Trademark and Domain Name Assignment Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers, and conveys to Assignee all of its right, title, and interest, in the United States and throughout the world, in and to the Trademarks and all goodwill associated therewith and with the right to recover for damages and profits and all other remedies for past infringements thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ALLERGAN, INC.

By:  _____

Name: Thomas Poche

Title: Vice President

Date: November 30, 2018

ACLARIS THERAPEUTICS, INC.

By: _____

Name: Kamil Ali-Jackson

Title: Chief Legal Officer

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ALLERGAN, INC.

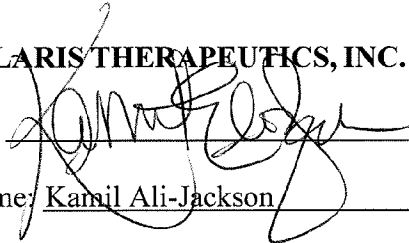
By: _____

Name: Thomas Poche

Title: Vice President

Date: _____

ACLARIS THERAPEUTICS, INC.

By:  _____

Name: Kamil Ali-Jackson

Title: Chief Legal Officer

Date: November 30, 2018

Schedule A

United States Trademarks				
Trademark	Country	App. No.	Reg. No.	Int. Classes
RHOFADE	United States	86306966	5232934	05
Ex-United States Trademarks				
Trademark	Country	App. No.	Reg. No.	Int. Classes
RHOFADE	Australia	1638800	1638800	05
RHOFADE	Brazil	908069014	908069014	05
RHOFADE	Canada	1680849		05
RHOFADE	European Union	013195136	013195136	05
RHOFADE	Japan	2014-070814	5734254	05
RHOFADE	Mexico	1495994		05