

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BELLUS MEDICAL, LLC		11/01/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	HAYFIN SERVICES LLP		
Street Address:	One Eagle Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	SW1Y 6AF		
Entity Type:	Limited Liability Partnership: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4749673	SKINFUSE	
Registration Number:	4532187	SKINPEN	
CORRESPONDENCE DATA			
Fax Number:	7037607777		
<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:	7037607360		
Email:	hcheng@mofo.com		
Correspondent Name:	Hsiao-Ting Cheng		
Address Line 1:	1650 Tysons Boulevard, Suite 400		
Address Line 2:	Morrison & Foerster LLP		
Address Line 4:	McLean, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	72862-9		
NAME OF SUBMITTER:	Miranda Bullard		
SIGNATURE:	/Miranda Bullard/		
DATE SIGNED:	11/15/2018		
Total Attachments: 9			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2018 (this "Agreement"), is made by BELLUS MEDICAL, LLC, a Texas limited liability company (the "Grantor"), in favor of HAYFIN SERVICES LLP, as administrative agent for the Lenders under the Credit Agreement referred to below (together with its successors, transferees or assignees, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to a Second Amended and Restated Credit Agreement and Guaranty, dated as of May 3, 2018 (as amended or otherwise modified from time to time, the "Credit Agreement"), by and among the Parent, the Intermediate Holdco, the Borrower, each Guarantor party thereto and the Secured Parties, the Lenders have made Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Joinder Agreement, dated as of November 1, 2018 to the Pledge and Security Agreement, dated as of September 16, 2015 (as amended or otherwise modified from time to time, the "Security Agreement"), among the Grantors party thereto and the Agent;

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 4.01(d) of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Agent, for the benefit of the Secured Parties, and hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers of the Grantor, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or

agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent, for the benefit of the Secured Parties, under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent, for the benefit of the Secured Parties, thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Agent, for the benefit of the Secured Parties, hereunder and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed,


administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

BELLUS MEDICAL, LLC

By: 
Name: Joseph L. Proctor
Title: Chief Executive Officer

HAYFIN SERVICES LLP

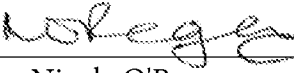
By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

BELLUS MEDICAL, LLC

By: _____
Name: Joseph L. Proctor
Title: Chief Executive Officer





HAYFIN SERVICES LLP









By:  _____
Name: Nicola O'Regan
Title: Authorised signatory




SCHEDULE I
to Trademark Security Agreement

TRADEMARKS

Item A: Trademarks

Owner	Trademark	Registration Number (if registered); Serial Number (if applied for only)	Registration Date (if Registered) or Filing Date (if applied for only)	Country
Bellus Medical LLC	SKINFUSE	4749673	June 2, 2015	USA
Bellus Medical LLC	SKINPEN	4532187	May 20, 2014	USA
Bellus Medical LLC	ALLUMERA	4166356	July 3, 2012	USA
Bellus Medical LLC	ALLUMERA & Design 	4040313	Oct. 18, 2011	USA
Photocure ASA	ALLUMERA	2479770	Dec. 2, 2011	Argentina
Photocure ASA	ALLUMERA	2479771	Dec. 2, 2011	Argentina
Photocure ASA	ALLUMERA	2479772	Dec. 2, 2011	Argentina
Photocure ASA	ALLUMERA & Design 	2479774	Dec. 2, 2011	Argentina
Photocure ASA	ALLUMERA & Design 	2479775	Dec. 2, 2011	Argentina
Photocure ASA	ALLUMERA & Design 	2479776	Dec. 2, 2011	Argentina
Bellus Medical LLC	SKINFUSE	1684619	Oct. 28, 2015	Australia
Bellus Medical LLC	SKINPEN	1684622	Oct. 28, 2015	Australia
Bellus Medical LLC	SKINFUSE	TMA989542	Jan. 29, 2018	Canada
Bellus Medical	SKINPEN	TMA989541	Jan. 29, 2018	Canada

LLC				
Bellus Medical LLC	ALLUMERA	1028549	Sept. 10, 2009	China
Bellus Medical LLC	ALLUMERA & Design 	1051683	June 16, 2010	China
Bellus Medical LLC	SKINPEN Stylized 	VR 2015 01144	May 20, 2015	Denmark
Bellus Medical LLC	ALLUMERA	1028549	Sept. 10, 2009	European Union
Bellus Medical LLC	ALLUMERA & Design 	1051683	June 16, 2010	European Union
Bellus Medical LLC	SKINFUSE	013899885	July 20, 2015	European Union
Photocure ASA	ALLUMERA	1926530	Sept. 13, 2010	India
Photocure ASA	ALLUMERA & Design 	2022012	Feb. 23, 2010	India
Bellus Medical LLC	ALLUMERA	1028549	Sept. 10, 2009	Japan
Bellus Medical LLC	ALLUMERA & Design 	1051683	June 16, 2010	Japan
Photocure ASA	ALLUMERA	1200743	Feb. 10, 2011	Mexico
Photocure ASA	ALLUMERA	1239844	Sept. 26, 2011	Mexico
Photocure ASA	ALLUMERA	1287803	May 28, 2012	Mexico
Photocure ASA	ALLUMERA & Design 	1208066	March 23, 2011	Mexico
Photocure ASA	ALLUMERA & Design 	1240950	Sept. 30, 2011	Mexico
Photocure ASA	ALLUMERA & Design 	1287804	May 28, 2012	Mexico

Bellus Medical LLC	SKINFUSE	1016864	Oct. 1, 2015	New Zealand
Bellus Medical LLC	SKINPEN	1016866	Oct. 1, 2015	New Zealand
Photocure ASA	ALLUMERA	261344	September 7, 2011	Norway
Photocure ASA	ALLUMERA & Design 	261434	September 12, 2011	Norway
Bellus Medical LLC	ALLUMERA	1028549	Sept. 10, 2009	Singapore
Bellus Medical LLC	ALLUMERA & Design 	1051683	June 16, 2010	Singapore
Bellus Medical LLC	ALLUMERA	1028549	Sept. 10, 2009	South Korea
Bellus Medical LLC	ALLUMERA & Design 	1051683	June 16, 2010	South Korea
Bellus Medical LLC	ALLUMERA	1028549	Sept. 10, 2009	Switzerland
Bellus Medical LLC	ALLUMERA & Design 	1051683	June 16, 2010	Switzerland
Bellus Medical LLC	ALLUMERA	1028549	Sept. 10, 2009	WIPO – International Registration
Bellus Medical LLC	ALLUMERA & Design 	1051683	June 16, 2010	WIPO – International Registration

Item B: Trademark Licenses

1. Distributorship Agreement, by and between Grantor and Ecomedic GMBH (“Ecomedic”), dated as of August 09, 2018, pursuant to which Ecomedic is entitled to use Grantor’s trademarks, trade names or any other symbols for the purposes set out in the agreement.
2. Manufacturing and License Agreement, by and between Grantor and FillTech USA, LLC (“FillTech”), dated as of February 14, 2018, pursuant to which FillTech is granted all

applicable licenses in trademark, patent, trade secret, or otherwise, that are necessary for Filltech to manufacture products for Grantor during the term of the agreement.

3. Master Services Agreement, by and between Grantor and Command Medical Products, Inc. ("Command"), dated as of May 31, 2018, pursuant to which Command is granted the right to use certain intellectual property of Grantor or its licensors, as specified in a statement of work, solely as necessary to perform the services under that statement of work.
4. Contract Manufacturing Agreement, by and between Grantor and Sparton Corporation ("Sparton"), dated as of July 05, 2018, pursuant to which Sparton is granted a nontransferable license to use intellectual property rights of Grantor solely to manufacture the specified products and to otherwise perform its obligations under the agreement.