

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM518979

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Promius Pharma, LLC		03/31/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Encore Dermatology, Inc.		
<b>Street Address:</b>	5 Great Valley Parkway		
<b>City:</b>	Malvern		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19355		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5096019	SERNIVO	
<b>Registration Number:</b>	3683715	PROMISEB	
<b>Registration Number:</b>	3696584	PROMISEB	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	5132412324		
<b>Email:</b>	lkrafte@whe-law.com		
<b>Correspondent Name:</b>	Lori Krafte		
<b>Address Line 1:</b>	2700 Carew Tower, 441 Vine Street		
<b>Address Line 2:</b>	Wood Herron & Evans LLP		
<b>Address Line 4:</b>	Cincinnati, OHIO 45202		
<b>NAME OF SUBMITTER:</b>	Lori Krafte		
<b>SIGNATURE:</b>	/Lori Krafte/		
<b>DATE SIGNED:</b>	04/15/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Trademark Assignment Agreement**”), dated as of March 31, 2019, is made Promius Pharma, LLC, a Delaware limited liability company, with offices at 107 College Road East, Princeton, NJ 08540 (“**Seller**”), and Encore Dermatology, Inc., a Delaware corporation having its principal place of business located at 5 Great Valley Parkway, Malvern, PA 19355 (“**Purchaser**”).

WHEREAS, Seller and Purchaser have entered into a certain Asset Purchase Agreement, dated as of March 31, 2019 (the “**Purchase Agreement**”), pursuant to which, among other things, Seller has agreed to sell, convey and assign to the Purchaser, and the Purchaser shall purchase, acquire and assume from the Seller those Purchased Assets (as defined in the Purchase Agreement), including the Assigned IP (as defined below).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment Agreement, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Definitions and Terms. The terms of the Purchase Agreement are incorporated herein by reference and capitalized terms used but not defined in this Trademark Assignment Agreement shall have the meaning ascribed thereto in the Purchase Agreement.
2. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller’s right, title and interest in and to the following, in the Territory (the “**Assigned IP**”):
  - (a) the Product Trademarks set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”);
  - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; and
  - (c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse,

breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment Agreement upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This Trademark Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. Successors and Assigns. This Trademark Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Trademark Assignment Agreement and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment Agreement as of the date first above written.



**PROMIUS PHARMA, LLC**

By: *Anil Namboodiripad*

Name: *ANIL NAMBOODIRIPAD, Ph.D.*

Title: *PRESIDENT*

Address for Notices:

*107 College Road East,  
Princeton, NJ 08540*

**ENCORE DERMATOLOGY, INC.**

By: \_\_\_\_\_

Name:

Title:

Address for Notices:

IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment Agreement as of the date first above written.

**PROMIUS PHARMA, LLC**

By: \_\_\_\_\_

Name:

Title:

Address for Notices:

**ENCORE DERMATOLOGY, INC.**

By: Robert J. Moccia

Name: Robert Moccia

Title: President and CEO

Address for Notices:

5 Great Valley Parkway

Malvern, PA 19355

**Schedule 1  
PRODUCT TRADEMARKS**

<b>Trademark</b>	<b>G&amp;S Class</b>	<b>Country</b>	<b>Serial number/ filing date</b>	<b>Registration no/ date</b>	<b>Assignee</b>
SERNIVO	5; Pharmaceutical preparations for treating skin disorders	USA	86441980/ 31-Oct-2014	5096019/ 6-Dec-2016	PROMIUS PHARMA, LLC
PROMISEB	5; Pharmaceutical preparations for use in dermatology	USA	77311208/ 23-Oct-2007	3683715/ 15-Sep-2009	PROMIUS PHARMA LLC
PROMISEB	5; Pharmaceutical preparations for use in dermatology	USA	77431670/ 26-Mar-2008	3696584/ 13-Oct-2009	PROMIUS PHARMA LLC