

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM524051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CUTISPHARMA, INC.		05/17/2019	Corporation: DELAWARE
SILVERGATE PHARMACEUTICALS, INC.		05/17/2019	Corporation: DELAWARE
ARGENTUM HOLDINGS, LLC		05/17/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, as Collateral Agent		
Street Address:	2001 Ross Ave., Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4420640	CP	
Registration Number:	4473417	CUTISPHARMA	
Registration Number:	5244475	FIRST	
Registration Number:	3275609	FIRST	
Registration Number:	2636155	FIRST RX	
Registration Number:	4678283	ORAL SOLUTION	
Registration Number:	4416915	ORAL SUSPENSION	
Registration Number:	4416916	SUPPOSITORY	
Registration Number:	4615796	TOPICAL	
Registration Number:	5055386	TRANSFORMING COMPOUNDING THROUGH INNOVAT	
Registration Number:	5360667	TRANSFORMING MEDICINE THROUGH INNOVATION	
Registration Number:	5651067	FIRVANQ	
Registration Number:	5525903	FIRVANQ	
Registration Number:	5623056	RXM THERAPEUTICS	
Registration Number:	5498187	RXM THERAPEUTICS	
Registration Number:	4564423	SILVERGATE	

CH \$490.00 4420640

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5324671	XATMEP
Registration Number:	5192589	QBRELIS
Registration Number:	4512492	EPANED

CORRESPONDENCE DATA

Fax Number: 4045725100
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: 404-572-3493
Email: kosborne@kslaw.com
Correspondent Name: Karen Osborne, Senior Paralegal
Address Line 1: 1180 Peachtree Street N.E.
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	14868.015097
NAME OF SUBMITTER:	Karen Osborne
SIGNATURE:	//Karen Osborne//
DATE SIGNED:	05/17/2019

Total Attachments: 11
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of May 17, 2019, by and among CUTISPHARMA, INC., a Delaware corporation, SILVERGATE PHARMACEUTICALS, INC., a Delaware corporation, and ARGENTUM HOLDINGS, LLC, a Delaware limited liability company (each a "Grantor" and, collectively, the "Grantors"), in favor of GOLDMAN SACHS BANK USA, in its capacity as collateral agent for certain secured parties ("Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as May 17, 2019 by and among CUTISPHARMA, INC., a Delaware corporation ("Company"), the Credit Parties from time to time thereto, the Persons signatory thereto from time to time as lenders (the "Lenders") and GOLDMAN SACHS BANK USA, as Administrative Agent for the Lenders, Collateral Agent and Lead Arranger (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans and other financial accommodations to the Company;

WHEREAS, pursuant to that certain Pledge and Security Agreement dated as of May 17, 2019 by and among the Grantors, the other grantors party thereto from time to time and Collateral Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), as security for all Secured Obligations, each Grantor granted to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of such Grantor, whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing first priority security interest in, and lien upon, all of such Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, and all proceeds and products thereof.

3. **SECURITY AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks and related 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.

4. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but all of which shall constitute a single contract. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of an executed counterpart of a

signature page of this Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement.

5. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its choice of law provisions (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).


[Signature Pages to Follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CUTISPHARMA, INC., as Grantor

By: 
Name: Neal Muni
Title: President

SILVERGATE PHARMACEUTICALS, INC., as Grantor

By: 
Name: Neal Muni
Title: President

ARGENTUM HOLDINGS, LLC, as Grantor
By: Silvergate Pharmaceuticals, Inc., its sole Member

By: 
Name: Neal Muni
Title: President

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK USA,
as Collateral Agent

By: 





Name:



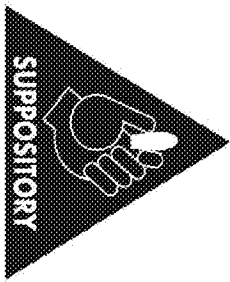
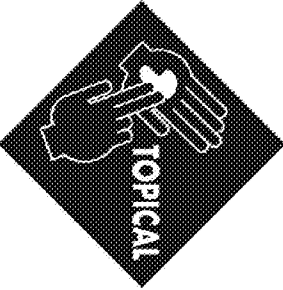
Title: **David D. Miller**
Authorized Signatory


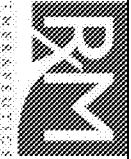
DD Miller

[Signature Page to Trademark Security Agreement]

Schedule A to Trademark Security Agreement
U.S. Trademark Registrations/Applications

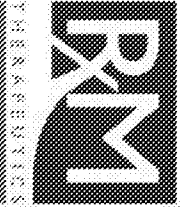
OWNER	TRADEMARK	APPLICATION NUMBER / REGISTRATION NUMBER	APPLICATION DATE / REGISTRATION DATE
CUTISPHARMA, INC.		85688748 4420640	7/27/12 10/22/13
CUTISPHARMA, INC.	CP	CUTISPHARMA	
CUTISPHARMA, INC.		85688718 4473417 87136398 5244475	7/27/12 1/28/14 8/12/16 7/18/17
CUTISPHARMA, INC.	FIRST 	76418087 3275609	6/7/02 8/7/07
CUTISPHARMA, INC.	FIRST 	75882933 2636155	12/29/99 10/15/02

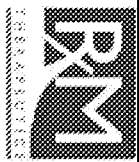
CUTISPHARMA, INC.		86299917 4678283	6/4/14 1/27/15
CUTISPHARMA, INC.	ORAL SOLUTION 	85688764 4416915	7/27/12 10/15/13
CUTISPHARMA, INC.	ORAL SUSPENSION 	85688790 4416916	7/27/12 10/15/13
CUTISPHARMA, INC.	 TOPICAL	85688826 4615796	7/27/12 10/7/14

CUTISPHARMA, INC.	TRANSFORMING COMPOUNDING THROUGH INNOVATION	86540574 5055386	2/20/15 10/4/16
CUTISPHARMA, INC.	TRANSFORMING MEDICINE THROUGH INNOVATION	87006120 5360667	4/19/16 12/19/17
CUTISPHARMA, INC.	 FIRVANO	87715534 5651067	12/11/17 1/8/19
CUTISPHARMA, INC.	FIRVANO	87451656 5525903	5/16/17 7/24/18
CUTISPHARMA, INC.	 RXM THERAPEUTICS	86749943 5623056	9/8/15 12/4/18
CUTISPHARMA, INC.	RXM THERAPEUTICS	86749911 5498187	9/8/15 6/19/18
SILVERGATE PHARMACEUTICALS, INC.	SILVERGATE	85135713 4564423	9/22/10 7/8/14
ARGENTUM HOLDINGS, LLC	XATMEP	86934766 5324671	3/9/16 10/31/17
ARGENTUM HOLDINGS, LLC	QBRELIS	86934764 5192589	3/9/16 4/25/17
ARGENTUM HOLDINGS, LLC	EPANED	85912701 4512492	4/23/13 4/8/14

Argentum applied to register the mark "AG47" on February 22, 2019. The mark is not yet registered.

International Trademark Registrations/Applications

OWNER	TRADEMARK	APPLICATION NUMBER / REGISTRATION NUMBER	APPLICATION DATE / REGISTRATION DATE
CUTISPHARMA, INC.	FIRVANQ	1859135	9/25/17
CUTISPHARMA, INC.	FIRVANQ	017232752	9/21/17
CUTISPHARMA, INC.		1771137	3/7/16
CUTISPHARMA, INC.	TRANSFORMING MEDICINE THROUGH INNOVATION	1800763	9/16/16
CUTISPHARMA, INC.	TRANSFORMING MEDICINE THROUGH INNOVATION	015819171	3/22/17
CUTISPHARMA, INC.	VANFYRST	1859133	9/25/17
CUTISPHARMA, INC.	VANFYRST	01732802	9/21/17

CUTISPHARMA, INC.		1296679	3/7/161
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Mark	Country	Filing Date	Appl. No.	Reg. Date	Reg. No.	Class	Assignee/Owner
EPANED	AU	23-Oct-2013	1587321	22-Jan-2014	1587321	Pharmaceuticals; Pharmaceutical for use in the field of cardio-vascular medicine	Argentum Holdings, LLC
EPANED	CA	23-Oct-2013	1648982	10-Aug-2017	TMA978099	Pharmaceuticals for use in the prevention and treatment of renal, oncological, inflammatory and cardio-vascular diseases and disorders Pharmaceuticals; Pharmaceutical for use in the field of cardio-vascular medicine	Argentum Holdings, LLC
EPANED	EU	23-Oct-2013	12245346	19-Mar-2014	12245346	Pharmaceutical research and development; consulting services relating to diagnostic, prophylactic and therapeutic properties of pharmaceuticals; drug development and clinical trial services; clinical research and consulting services; management, performance and evaluation of clinical trials; clinical testing services; pharmaceutical, clinical, laboratory and medical research; development and consultancy services in the field of pharmaceuticals, drugs and other medical and diagnostic products; scientific, pharmaceutical biochemical and genomics research and development services; consultancy services relating to pharmaceutical, medical and drug research Patient information services; medical services; providing information relating to diagnostic, prophylactic and therapeutic properties of pharmaceuticals; pharmaceutical compounding services; medical and pharmaceutical consultation; information and advisory services	Argentum Holdings, LLC

¹ India issued a Notice of Provisional Refusal of Protection on March 30, 2017, and the time for responding or requesting reconsideration has expired.

						relating to pharmaceuticals; diseases and medical conditions and treatments, including such services provided on-line from a computer network or the Internet; provision of information regarding pharmaceuticals, antibiotics, anti-infective and anti-bacterial pharmaceuticals; medical testing, diagnostic, therapeutic, prognostic and analysis services; health assessment services; health care; maintaining patient medical records and files; medical counselling; medical information; medical screening; medical testing for diagnostic or treatment purposes; providing information in the field of healthcare; provision of information and maintenance of knowledge bases relating to the pharmaceuticals	
EPANED	Madrid (MX, NZ)	23-Oct-2013	1183068	28-Nov-2013	1183068	Pharmaceuticals for use in the prevention and treatment of renal, oncological, neurological, inflammatory and cardio-vascular diseases and disorders	Argentum Holdings, LLC
EPANED	CH	23-Oct-2013	627532013	29-Apr-2014	657869	Pharmaceuticals for use in the field of cardio-vascular medicine	Argentum Holdings, LLC
						Pharmaceutical research and development; consumer-oriented consulting services in the field of pharmaceutical, research and development	
						Patient information services; Medical services; Providing information relating to diagnostic, prophylactic and therapeutic properties of pharmaceuticals; pharmaceutical compounding services; Medical and pharmaceutical consultation, including consumer-oriented consulting services in the field of pharmaceutical products usage	
QBRELIS	CA	08-Sep-2016	1799469			Pharmaceuticals for use in the prevention and treatment of cardiovascular diseases and disorders	Argentum Holdings, LLC
QBRELIS	EU	08-Sep-2016	015822463	10-Jan-2017	015822463	Pharmaceuticals for use in the prevention and treatment of cardiovascular diseases and disorders	Argentum Holdings, LLC
XATMEP	CA	09-Mar-2016	1799472			Pharmaceuticals for use in the treatment of cancer and autoimmune diseases and disorders	Argentum Holdings, LLC

XATMEP	EU	09- Mar- 2016	015822621	10- Jan- 2017	015822621	Pharmaceuticals for use in the treatment of cancer and autoimmune diseases and disorders	Argentum Holdings, LLC
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