

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550820

<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>
Aclaris Therapeutics, Inc.		10/10/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EPI Health, LLC		
<b>Street Address:</b>	134 Columbus Street		
<b>City:</b>	Charleston		
<b>State/Country:</b>	SOUTH CAROLINA		
<b>Postal Code:</b>	29403		
<b>Entity Type:</b>	Limited Liability Company: SOUTH CAROLINA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5232934	RHOFADÉ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325745		
<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>	2155695745		
<b>Email:</b>	spitz@blankrome.com		
<b>Correspondent Name:</b>	Megan E. Spitz		
<b>Address Line 1:</b>	Blank Rome LLP, One Logan Square		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Megan E. Spitz		
<b>SIGNATURE:</b>	/Megan E. Spitz/		
<b>DATE SIGNED:</b>	11/25/2019		
<b>Total Attachments: 7</b>			
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**TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT**

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this “Agreement”) is dated as of October 10, 2019 (“Effective Date”), and is made by and between Aclaris Therapeutics, Inc., a Delaware corporation (“Assignor”) and EPI Health, LLC, a South Carolina limited liability company (“Assignee”). Each of Assignor and Assignee may be referenced herein as a “Party,” and collectively, the “Parties.”

**WITNESSETH:**

**WHEREAS**, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated as of October 10, 2019 (the “Purchase Agreement”), Assignor has agreed to (and cause its applicable Affiliates to) sell, convey, assign and transfer to Assignee, at the Closing, all right, title and interest in, to and under all of the Transferred Assets, including the Assigned Trademarks listed on Schedule A hereto and the Assigned Domain Names listed on Schedule B hereto (the Assigned Trademarks and Assigned Domain Names, collectively, the “Assigned Intellectual Property”); and

**WHEREAS**, as a condition to the Closing, the Parties agreed to enter into this Agreement pursuant to which Assignor shall assign to Assignee all of Assignor’s right, title and interest in, to and under the Assigned Intellectual Property, as the case may be.

**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 9.7 of the Purchase Agreement.

2. **Assignment of Rights in Assigned Trademarks.** Effective upon the Effective Date, Assignor hereby sells, conveys, assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in, to and under (a) the Assigned Trademarks, (b) the goodwill associated with the use of and symbolized by the Assigned Trademarks, (c) all applications and registrations for the Assigned Trademarks, and (d) any and all rights, benefits, privileges and proceeds under the Assigned Trademarks throughout the world, including (i) any claim by Assignor against Third Parties for past, present or future infringement, dilution, misappropriation, misuse or other violation of the Assigned 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 Assigned Domain Names.** Effective upon the Effective Date, Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor’s right, title and interest in, to and under (a) the Assigned Domain Names, (b) all applications and registrations for the Assigned Domain Names, and (c) any and all rights, benefits, privileges and proceeds under the Assigned Domain Names throughout the world, including (i) any claim by Assignor against Third Parties for past, present or future infringement, misappropriation, misuse or other violation of the Assigned 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. Assistance and Recordation. Assignor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Agreement. Furthermore, Assignor will, upon reasonable request, without further or additional consideration, but at the expense of Assignee, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such additional instruments, notices, releases, certificates, powers of attorney, assurances, bills of sale, and other documents and do all such further acts, assignments, transfers and other things, in each case, as reasonably necessary to transfer to Assignee the Assigned Intellectual Property, to vest and confirm in Assignee the legal title to the Assigned Intellectual Property, and to perfect Assignee's enjoyment of this grant. Assignor 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 Agreement upon request by Assignee.


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 Delaware, 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.

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

**ASSIGNOR:**

ACLARIS THERAPEUTICS, INC.

By:   
Name: Neal Walker  
Title: President & CEO


*[Signature Page to Trademark and Domain Name Assignment Agreement]*

**TRADEMARK**  
**REEL: 006803 FRAME: 0669**

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

**ASSIGNEE:**

EPI HEALTH, LLC

By: 

Name: John Donofrio

Title: President

*[Signature Page to Trademark and Domain Name Assignment Agreement]*

**TRADEMARK**  
**REEL: 006803 FRAME: 0670**

**Schedule A**

**Assigned Trademarks**

TRADEMARK	COUNTRY	APPLICATION/ REGISTRATION NO.	GOODS/SERVICES	HISTORY AND STATUS	DEADLINES
RHOFADE	United States	Application No. 86306966  Registration No. 5232934	Class 05: Pharmaceutical preparation for the treatment of erythema associated with rosacea	Filed Jun-11-2014  Registered Jun-27-2017	Affidavit of Use due Jun-27-2023  Renewal due Jun-27-2027
RHOFADE	Australia	Application No. 1638800  Registration No. 1638800	Class 05: Pharmaceutical preparation for the treatment of erythema associated with rosacea	Filed Aug-05-2014  Registered Aug-05-2014	Renewal due Aug-05-2024
RHOFADE	Brazil	Application No. 908069014  Registration No. 908069014	Class 05: Pharmaceutical preparation for the treatment of erythema associated with rosacea	Filed Aug-04-2014  Registered Feb-21-2017	Renewal due Feb-21-2027
RHOFADE	Canada	Application No. 1680849  Registration No. TMA1,034,440	Class 05: Pharmaceutical preparation for the treatment of erythema associated with rosacea	Filed Jun-11-2014  Notice of Allowance May-27-2016	Renewal due Jul-02-2029
RHOFADE	European Union	Application No. 013195136  Registration No. 013195136	Class 05: Pharmaceutical preparation for the treatment of erythema associated with rosacea	Filed Aug-22-2014  Registered Jan-13-2015	Renewal due Aug-22-2024
RHOFADE	Japan	Application No. 2014-070814  Registration No. 5734254	Class 05: Pharmaceutical preparation for the treatment of erythema associated with rosacea	Filed Aug-22-2014  Registered Jan-16-2015	Renewal due Jan -16-2025

## Schedule B

### Assigned Domain Names

Domain Name	Renewal Status	Current Renewal
dontdreadthered.com	Auto Renewal	2021-07-19
faceredness.com	Auto Renewal	2020-08-11
facetheredness.com	Auto Renewal	2020-08-11
getrhofade.com	Auto Renewal	2021-07-18
lessred.com	Auto Renewal	2021-07-19
myrhofade.com	Auto Renewal	2021-07-18
redfacerelief.com	Auto Renewal	2021-07-19
redfade.com	Auto Renewal	2012-07-19
redness.me	Auto Renewal	2021-06-24
redness.us	Auto Renewal	2021-06-24
rednesshelp.com	Auto Renewal	2021-07-19
rednessofrosacea.com	Auto Renewal	2021-07-19
rednessreleived.com	Auto Renewal	2020-11-18
rednessreliefcalmplex.com	Auto Renewal	2020-08-16
rednessreliefcalmplex.net	Auto Renewal	2020-08-16
rednessreliefcalmplex.org	Auto Renewal	2020-08-16
rednessreliefcomplex.com	Auto Renewal	2020-08-16
rednessreliefcomplex.net	Auto Renewal	2020-08-16
rednessreliefcomplex.org	Auto Renewal	2020-08-16
rednessrelieved.com	Auto Renewal	2020-11-18
rednessrosaceatreatment.com	Auto Renewal	2022-01-18
redrelief.com	Auto Renewal	2020-10-17
redtoready.com	Auto Renewal	2021-07-19
redvolution.co	Auto Renewal	2021-02-14
red-volution.co	Auto Renewal	2021-02-14
relieveredness.com	Auto Renewal	2020-11-18
rhofad.com	Auto Renewal	2021-08-25
rhofade.biz	Auto Renewal	2021-08-27
rhofade.ca	Auto Renewal	2021-08-28
rhofade.co.uk	Auto Renewal	2020-08-20
rhofade.com	Auto Renewal	2021-08-28
rhofade.health	Auto Renewal	2020-08-11
rhofade.info	Auto Renewal	2021-08-28
rhofade.me	Auto Renewal	2021-07-19
rhofade.net	Auto Renewal	2021-08-28
rhofade.org	Auto Renewal	2021-08-28
rhofadehcp.co.uk	Auto Renewal	2020-12-15
rhofadehcp.com	Auto Renewal	2021-07-18
rhofadehcp.health	Auto Renewal	2020-08-11
rhofadehcp.info	Auto Renewal	2021-09-16
rhofadehcp.net	Auto Renewal	2021-09-16



Domain Name	Renewal Status	Current Renewal
rhofadehcp.org	Auto Renewal	2021-09-16
rhofademedication.com	Auto Renewal	2021-07-18
rhofadesavings.com	Auto Renewal	2021-07-18
rhofadetrials.com	Auto Renewal	2022-01-06
rofade.com	Auto Renewal	2021-08-25
rohfade.com	Auto Renewal	2021-08-25
rosaceaandredness.com	Auto Renewal	2021-07-19
rosaceafacialredness.com	Auto Renewal	2022-01-18
rosacearednesstreatment.com	Auto Renewal	2022-01-18
toored.org	Auto Renewal	2021-07-19
treatfacialredness.com	Auto Renewal	2022-01-18
treatmentforrosacearedness.com	Auto Renewal	2022-01-18
treatrosacearedness.com	Auto Renewal	2022-01-18
tryrhofade.com	Auto Renewal	2021-11-15
visiblredness.com	Auto Renewal	2020-11-18
yourrhofade.com	Auto Renewal	2021-07-18