

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
T.Berry Biotech, LLC		12/17/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Journey Medical Corporation		
Street Address:	9237 E Via De Ventura Suite 105		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5788124	ACCUTANE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	ralloush@alloushllp.com		
Correspondent Name:	Ramsey Alloush		
Address Line 1:	1717 Pennsylvania Ave NW Suite 1025		
Address Line 4:	Washington, D.C. 20007		
NAME OF SUBMITTER:	Ramsey Alloush		
SIGNATURE:	/s/Ramsey Alloush		
DATE SIGNED:	12/30/2019		
Total Attachments: 4			
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OP \$40.00 5788124

Schedule 1

Form of Trademark Assignment

TRADEMARK TRANSFER AGREEMENT

This TRADEMARK TRANSFER AGREEMENT (the “Agreement”) dated as of December 17, 2019 (the “Effective Date”), is entered into by and between T.Berry Biotech LLC, a Virginia limited liability company, located at 1881 North Nash Street, Suite 807, Arlington, VA 22209 (“Assignor”), and Journey Medical Corporation, a Delaware corporation, located at 9237 Via De Ventura Blvd. Suite 105 Scottsdale, AZ 85258 (“Assignee”).

WHEREAS, Assignor has agreed to sell, and Assignee has agreed to purchase the Trademarks set forth on Schedule 1 hereto (the “Transferred Trademarks”);

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive, the Transferred Trademarks and all goodwill associated therewith or symbolized thereby.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the following: (a) the Transferred Trademarks, including without limitation any renewals thereof, together with all of the goodwill of the business symbolized by or associated therewith, and the registration thereof, and together with (i) all common law rights thereto; (ii) Assignor’s right to prosecute, maintain and defend the Transferred Trademarks before any public or private agency, office or registrar; and (iii) the right, if any, to claim priority based on the filing dates of any of the Transferred Trademarks under the Paris Convention, and all other treaties of like purposes; and (b) any rights to causes of action (whether known or unknown or whether currently pending, filed or otherwise) under, or on account of, any of the Transferred Trademarks, including the right to sue for past, current and future infringement, dilution or other violation of the Transferred Trademarks and obtain in connection therewith (i) damages; (ii) injunctive relief; and (iii) any other remedies of any kind; with all of the foregoing rights to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives to the end of the term or terms for which the Transferred Trademarks are granted, reissued, renewed, extended or revived as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

2. Cooperation. Assignor agrees, at the request and expense of Assignee, to take or cause to be taken all such other reasonable actions, including without limitation the execution of any and all other instruments in writing, including affidavits, powers of attorney, assignments and other documents, which may be reasonably required or necessary to more effectively perfect in, secure to, record in the name of, and vest in, Assignee and its successors and assigns, the entire right, title and interest in and to the Transferred Trademarks.


3. Recordation. Assignee shall be responsible for all costs, including all filing costs and fees, associated with recordation and/or registration of this Agreement or any other document evidencing the assignment from Assignor to Assignee of the Transferred Trademarks. Assignor hereby authorizes the relevant authorities, entities or agencies in any applicable foreign countries or multinational authorities to record Assignee as the purchaser and owner of the Transferred Trademarks and to deliver to Assignee, all official documents and communications in Assignor's possession as may be warranted by this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement be executed as of the date first written above by their respective duly authorized officers.

ASSIGNOR

By: T.Berry Biotech, LLC


Signature:  _____

Name: Ramsey Alloush

Title: Member

ASSIGNEE

By: Journey Medical Corporation

Signature:  _____

Name: Claude Maraoui

Title: President & CEO

(Signature page to Trademark Transfer Agreement)

Schedule 1

Trademarks

Jurisdiction	Serial Number	Filing Date	Reg. Number	Reg. Date	Word Mark
US	87003385	April 16, 2016	5788124	June 25, 2019	ACCUTANE
Canada	1975147	July 11, 2019	Pending	Pending	ACCUTANE