

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM556993

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Foamix Pharmaceuticals LTD		07/29/2019	Corporation: ISRAEL
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Perceptive Credit Holdings II, LP, as Administrative Agent		
<b>Street Address:</b>	51 Astor Place, 10th Floor		
<b>Internal Address:</b>	c/o Perceptive Advisors LLC		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3745433	ACYCLOFOAM	
<b>Registration Number:</b>	3555212	FOAMIX	
<b>Registration Number:</b>	3833599	FOAMIX	
<b>Registration Number:</b>	4396373	FOAMIX	
<b>Registration Number:</b>	4068008	FOAMIX 24	
<b>Registration Number:</b>	4068007	FOAMIX24	
<b>Registration Number:</b>	5157534	FOAMOSOMES	
<b>Registration Number:</b>	3786696	LICENSE TO FOAM	
<b>Registration Number:</b>	3918514	LICENSE TO FOAM	
<b>Registration Number:</b>	3865945	METRO MOUSSE	
<b>Registration Number:</b>	3888107	PERFOAM	
<b>Registration Number:</b>	3750742	TOPIMOUSSE	
<b>Registration Number:</b>	3812214	U FOAM	
<b>Registration Number:</b>	3652636	LICENSE TO FOAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<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>			

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TRADEMARK

**Phone:** 415-268-6538  
**Email:** hcheng@mofo.com  
**Correspondent Name:** Jennifer Lee Taylor  
**Address Line 1:** 425 Market Street  
**Address Line 4:** San Francisco, CALIFORNIA 94105

**ATTORNEY DOCKET NUMBER:** 72295-44

**NAME OF SUBMITTER:** Jennifer Lee Taylor

**SIGNATURE:** /Jennifer Lee Taylor/

**DATE SIGNED:** 01/10/2020

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT, dated as of July 29, 2019 (“*Trademark Security Agreement*”), made by Foamix Pharmaceuticals LTD, an Israeli corporation (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantor*”), is in favor of Perceptive Credit Holdings II, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

W I T N E S S E T H:

WHEREAS, the Trademark Grantor is party to a Security Agreement, dated as of July 29, 2019 (the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Trademark Grantor is required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto;

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

The Trademark Collateral shall not include any Excluded Assets.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and the Trademark Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

FOAMIX PHARMACEUTICALS LTD

By:   
Name: David Domzalski  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: Ian Hadar  
Title: Chief Financial Officer

520 U.S. Highway 22  
Suite 204  
Bridgewater, NJ 08807  
Attn: General Counsel  
Tel: 908-458-9213  
Email: Mutya.Harsch@foamix.com

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006835 FRAME: 0694**

IN WITNESS WHEREOF, each Trademark Grantor has caused this TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

FOAMIX PHARMACEUTICALS LTD.

By: \_\_\_\_\_  
Name: David Domzalski  
Title: Chief Executive Officer

משרד עורכי דבר  
513558811 ש.נ.  
08-9316233 : 79

By: \_\_\_\_\_  
Name: Ian Hadar  
Title: Chief Financial Officer


Address: 2 Holzman St  
Rehovot Israel  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:  
PERCEPTIVE CREDIT HOLDINGS II, LP, as Administrative Agent

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

By   
Name: Sandeep Dixit  
Title: Chief Credit Officer

By   
Name: Jim Mannix  
Title: Chief Operating Officer

Perceptive Credit Holdings II, LP  
c/o Perceptive Advisors LLC  
51 Astor Place, 10th Floor  
New York, NY 10003  
Attn: Sandeep Dixit  
Email: Sandeep@perceptivelife.com;  
PCOFReporting@perceptivelife.com

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 006835 FRAME: 0696

## TRADEMARKS

Trademark Registrations and Applications

Trademark/Service mark	Mark Drawing	Application No.	Class	Registration No.
ACYCLOFOAM		78577969	1	3745433
AMZEEQ		87554383	5	
AMZEEQ full logo		88246823	5	
AMZEEQ Drop logo		88246829	5	
ANZILK		87554373	5	
FOAMIX		78368283	3,5	3555212
FOAMIX		77764745	42	3833599
FOAMIX		77344347	3,5	4396373
FOAMIX 24		78605573	3	4068008
FOAMIX24		78605572	3	4068007
FOAMOSOMES		86867903	3,5	5157534
JETPURA		87554390	5	
LICENSE TO FOAM		77602766	42	3786696
LICENSE TO FOAM		77773079	3,5	3918514
METRO MOUSSE		78577965	1	3865945
MINCLANZA		87554400	5	
MST		88308081	3, 5	
OILGEL		88440304	3, 5	
PERFOAM		78651751	5	3888107
TOPIMOUSSE		78738876	5	3750742
U FOAM		78577964	1	3812214
UFOAM		88306333	3	
LICENSE TO FOAM		78577971		3652636