

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Encore Dermatology, Inc.		11/06/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PennRX Ventures, LLC		
Street Address:	1209 Orange Street		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5096019	SERNIVO	
Registration Number:	3683715	PROMISEB	
Registration Number:	3696584	PROMISEB	
Registration Number:	5150738	HYLATOPIC	
Registration Number:	5639172	OKEBO	
Registration Number:	5947147	IMPOYZ	
Serial Number:	87546900	IMPOYZ	
CORRESPONDENCE DATA			
Fax Number:	4048173244		
<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>			
Phone:	404-685-4313		
Email:	edurlacher@burr.com		
Correspondent Name:	Erich N. Durlacher		
Address Line 1:	171 17th St NW		
Address Line 2:	Suite 1100		
Address Line 4:	Atlanta, GEORGIA 30363		
NAME OF SUBMITTER:	Erich N. Durlacher		
SIGNATURE:	/Erich N. Durlacher/		
DATE SIGNED:	11/11/2020		

OP \$190.00 5096019

Total Attachments: 3

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[EXECUTION VERSION]

GRANT OF SECURITY INTEREST
TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as November 6, 2020, is executed by ENCORE DERMATOLOGY, INC., a Delaware corporation with an address of 5 Great Valley Pkwy #200, Malvern, Pennsylvania 19355 (“Debtor”), in favor of PENNRX VENTURES, LLC, a Delaware limited liability company with an address of 1209 Orange Street, Wilmington, Delaware 19801 (“Secured Party”).

A. Pursuant to a certain Venture Loan and Security Agreement, dated as of April 1, 2019 (as amended, modified, restated, or supplemented from time to time, the “Agreement”; capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement) by and between Debtor and the Secured Party, the Secured Party has extended certain credit facilities to Debtor upon the terms and subject to the conditions set forth therein;

B. Debtor owns the registered trademarks, service marks (and applications and registrations therefor), of the United States, more particularly described on Schedules 1-A and 1-B annexed hereto as part hereof (collectively, the “Trademarks”):

C. Pursuant to the Agreement, Debtor has granted to Secured Party a security interest in all right, title and interest of Debtor in and to the Trademarks (except intent-to-use trademarks at all times prior to the recording of a statement of use or an amendment to allege use with the United States Patent and Trademark office, but only to the extent that granting of a security interest in such intent-to-use trademarks would be contrary to applicable law), together with associated goodwill, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the “Collateral”) for the period described in the Agreement, to secure the prompt payment, performance and observance of the Obligations (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if full set forth herein.

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed as of the day and year first written above.

ENCORE DERMATOLOGY, INC.

By: Robert J. Moccia
Name: Robert J. Moccia
Title: CEO

SCHEDULE 1-A to GRANT OF SECURITY INTEREST
TRADEMARKS

Trademark MARK	Registration No.	Application No.	Filing Date Registration Date
SERNIVO	5,096,019	86/441,980	October 31, 2014 December 6, 2016
PROMISEB	3,683,715	77/311,208	October 23, 2007 September 15, 2009
<i>Promiseb</i>	3,696,584	77/431,670	March 26, 2008 October 13, 2009
HYLATOPIC	5,150,738	87/109,781	July 20, 2016 February 28, 2017
OKEBO	5,639,172	87/628,753	September 29, 2017 December 25, 2018
IMPOYZ	5,947,147	87/633,766	October 4, 2017 December 31, 2019
IMPOYZ		87/546,900	July 28, 2017

SCHEDULE 1-B to GRANT OF SECURITY INTEREST
TRADEMARKS

[NOT APPLICABLE]