

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626984

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| VYNE Therapeutics Inc. | FORMERLY Menlo Therapeutics Inc. | 02/17/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Perceptive Credit Holdings II, LP | | |
| Street Address: | 51 Astor Place, 10th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10003 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6024563 | AMZEEQ | |
| Registration Number: | 6034820 | | |
| Registration Number: | 6034819 | AMZEEQ | |
| Registration Number: | 3555212 | FOAMIX | |
| Registration Number: | 5157534 | FOAMOSOMES | |
| Registration Number: | 6223436 | | |
| Registration Number: | 6223434 | | |
| Registration Number: | 6235231 | ZILXI | |
| Registration Number: | 3833599 | FOAMIX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 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> | | | |
| Phone: | 4152686538 | | |
| Email: | achung@mofa.com | | |
| Correspondent Name: | Jennifer Lee Taylor, Morrison & Foerster | | |
| Address Line 1: | 425 Market Street | | |
| Address Line 4: | San Francisco, CALIFORNIA 94105 | | |
| ATTORNEY DOCKET NUMBER: | 072295-0000044 | | |

CH \$240.00 6024563

| | |
|---|-------------|
| NAME OF SUBMITTER: | Muzamil Huq |
| SIGNATURE: | /mhuq/ |
| DATE SIGNED: | 02/18/2021 |
| Total Attachments: 6 source=VYNE - TM Security Agreement - February 2021#page1.tif source=VYNE - TM Security Agreement - February 2021#page2.tif source=VYNE - TM Security Agreement - February 2021#page3.tif source=VYNE - TM Security Agreement - February 2021#page4.tif source=VYNE - TM Security Agreement - February 2021#page5.tif source=VYNE - TM Security Agreement - February 2021#page6.tif | |

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 17, 2021 (this “*Trademark Security Agreement*”), is made by VYNE Therapeutics Inc. (fka Menlo Therapeutics Inc.), a Delaware corporation (the “*Trademark Grantor*”), in favor of Perceptive Credit Holdings II, LP, as administrative agent for the Lenders (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 an Amended and Restated Security Agreement, dated as of March 9, 2020 (as amended, amended and restated, supplemented, renewed, extended or otherwise modified from time to time, the “*Security Agreement*”), by and among the Trademark Grantor, VYNE Pharmaceuticals Inc. (fka Foamix Pharmaceuticals Inc.), a Delaware corporation, VYNE Pharmaceuticals Ltd. (fka Foamix Pharmaceuticals Ltd.), an Israeli limited liability company, and 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); and

WHEREAS, pursuant to the terms of the Security Agreement, the Trademark Grantor granted to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in all of the Trademark Grantor’s right, title and interest in, to and under all of the Trademark Grantor’s personal property, including the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement, as security for the payment and performance of the Secured Obligations, the Trademark Grantor hereby grants to the Administrative Agent, for itself and on behalf of and for the ratable benefit of the other Secured Parties, a security interest in all the Trademark Grantor’s right, title and interest in, to and under all of the following property owned or held by any the Trademark Grantor or in which any the Trademark Grantor otherwise has any interest, now existing or hereafter acquired or arising (collectively, the “*Trademark Collateral*”):

(a) all Trademarks of the Trademark Grantor, including the registered and applied-for Trademarks of the Trademark Grantor listed on **Schedule 1** attached hereto;

(b) to the extent not covered by **clause (a)**, all of the Trademark Grantor’s state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such Trademarks;

(c) all rights to sue for past, present or future infringement or unconsented use thereof (including rights to sue for or collect damages for any past, present or future infringement of any of the foregoing), and all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

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

and

(e) to the extent not covered by **clause (a) or (b)**, the entire goodwill of or associated with the businesses now or hereafter conducted by the Trademark Grantor connected with and symbolized by any of the aforementioned property in **clauses (a) and (b)** above.

The Trademark Collateral shall not include any Excluded Assets (including any application for registration of a Trademark filed on the basis of the applicant's intent-to-use such Trademark pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing with and acceptance by the United States Patent and Trademark Office of evidence of use of such Trademark pursuant to Section 1(d) of the Lanham Act or Section 1(c) of the Lanham Act, to the extent that, and during the period in which, the grant of a security interest therein would impair the validity or enforceability of any such Trademark application or any registration that issues from such Trademark application under applicable federal law).

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 acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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.

The Trademark Grantor hereby authorizes and requests that the Commissioner of Trademarks of the United States Patent and Trademark Office record this Trademark Security Agreement.

This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; provided that Section 5-1401 of the New York General Obligations Law shall apply.

This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Trademark Security Agreement by signing any such counterpart. 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, the 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.

VYNE THERAPEUTICS INC.

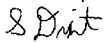
By:



Name: David Domzalski
Title: Chief Executive Officer

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: Sam Chawla
Title: Portfolio Manager

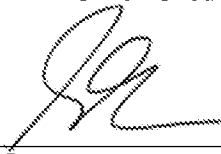
[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007196 FRAME: 0965

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: Sam Chawla
Title: Portfolio Manager

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007196 FRAME: 0966

TRADEMARKS

Trademark Registrations and Applications

| Mark | Application No. | Classes | Registration No. |
|----------------------------------|-----------------|---------|------------------|
| VYNE THERAPEUTICS | 90056846 | 5 | |
| Swirl Logo Fingerprint Design | 90094124 | 5 | |
| VYNE (stylized color) | 90211284 | 5 | |
| Leaf Design (black & white) | 88855534 | 5 | |
| Leaf Design (in color) | 88855531 | 5 | |
| MST | 88308081 | 3, 5 | |
| OilGel Logo | 88440304 | 3, 5 | |
| AMZEEQ | | 5 | 6024563 |
| Drop Logo | | 5 | 6034820 |
| AMZEEQ & Drop Logo | | 5 | 6034819 |
| FOAMIX | | 42 | 3833599 |
| FOAMIX | | 3, 5 | 3555212 |
| FOAMOSOMES | | 3, 5 | 5157534 |
| Pebble Design (black & white) | | 5 | 6223436 |
| Pebble Design (in color) | | 5 | 6223434 |
| ZILXI | | 5 | 6235231 |