

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651164

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dermira, Inc.		05/13/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Journey Medical Corporation		
Street Address:	9237 E Via De Ventura Blvd. Suite 105		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85258		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87745446	QBREXZA	
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@jmcderm.com		
Correspondent Name:	Ramsey Alloush		
Address Line 1:	9237 E Via De Ventura Blvd. Suite 105		
Address Line 4:	Scottsdale, ARIZONA 85258		
NAME OF SUBMITTER:	Ramsey Alloush		
SIGNATURE:	/s/Ramsey Alloush		
DATE SIGNED:	06/02/2021		
Total Attachments: 7			
source=09. Qbrexza - IP Assignment Agreement [Executed]_Redacted#page1.tif			
source=09. Qbrexza - IP Assignment Agreement [Executed]_Redacted#page2.tif			
source=09. Qbrexza - IP Assignment Agreement [Executed]_Redacted#page3.tif			
source=09. Qbrexza - IP Assignment Agreement [Executed]_Redacted#page4.tif			
source=09. Qbrexza - IP Assignment Agreement [Executed]_Redacted#page5.tif			
source=09. Qbrexza - IP Assignment Agreement [Executed]_Redacted#page6.tif			
source=09. Qbrexza - IP Assignment Agreement [Executed]_Redacted#page13.tif			

OP \$40.00 87745446

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “IP Assignment Agreement”), dated as of May 13, 2021, is by and between Dermira, Inc. (“Assignor”), and Journey Medical Corporation (“Assignee”) (collectively, the “Parties”). Capitalized terms not otherwise defined in this IP Assignment Agreement will have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of March 31, 2021 (the “Purchase Agreement”), pursuant to which Assignor agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee agreed to purchase, acquire and accept from Assignor all of the Assignor’s right, title and interest in, to and under the Seller Intellectual Property, including, but not limited to, the Seller Intellectual Property set forth on Exhibit A, on the terms contained in the Purchase Agreement;

WHEREAS, the execution and delivery of this IP Assignment Agreement is contemplated by Sections 4.2(c) and 4.3(d) of the Purchase Agreement; and

WHEREAS, Assignor and Assignee now seek to confirm and consummate such sale, conveyance, assignment, transfer and delivery of the Seller Intellectual Property (including, but not limited to, the Seller Intellectual Property set forth on Exhibit A).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. **Assignment**. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee and its permitted successors and assigns its entire right, title and interest in and to the Seller Intellectual Property, which includes:

(a) (i) the patent applications or patents set forth on Exhibit A-1; (ii) any continuations, divisionals, or other patent applications that claim priority to any of the patent applications or patents in Exhibit A-1 or that share a common claim of priority therewith; (iii) any patents issuing on any such patent applications (of either (i) or (ii)); (iv) any substitutions, reexaminations, reissues, registrations, corrections, additions, confirmation patents, revivals, and/or any similar modifications of any such patents in (iii) or listed in Exhibit A-1; (v) any extensions (including pediatric exclusivity, patent term extension, and supplementary patent certificate extensions) and/or or restorations of such patents (referenced in (iv)), including all rights in any such patent applications or patents (in (i)-(v)), in each case, whether domestic or foreign, including all rights of priority, rights to file and prosecute, and the like;

(b) the trademarks, service marks, trade names, certification marks, service names, industrial designs, brand marks, trade dress rights, identifying symbols, logos, emblems, signs,

insignia and domain names listed on Exhibit A-2, including any trademark applications or registrations for the foregoing;

(c) the rights in works of authorship (including advertisements and publications), copyrights, software and database rights listed on Exhibit A-3, including registrations, applications, renewals and extensions of any or all of the foregoing;

(d) any and all goodwill connected with and symbolized by the Seller Intellectual Property, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its permitted successors and assigns as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its respective entire right, title and interest therein;

(e) all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect to any or all Seller Intellectual Property; and

(f) all causes of action (whether in law or in equity) with respect to any Seller Intellectual Property, and the right to sue, counterclaim, and recover damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement of the rights assigned or to be assigned under this IP Assignment Agreement.

2. **Filing and Recordation.** The Parties hereby agree that Assignee shall promptly file and record this IP Assignment Agreement, or the equivalent of this IP Assignment Agreement to the extent required, with the appropriate governmental entities as necessary to record Assignee as the assignee and owner of the Seller Intellectual Property. The Parties hereby authorize and request that the United States Patent and Trademark Office and the United States Copyright Office, and the corresponding entities or agencies in any applicable foreign jurisdictions, record Assignee as the assignee and owner of the entire right, title and interest in and to the Seller Intellectual Property (including, but not limited to, the Seller Intellectual Property set forth on Exhibit A) and issue the patents, and register the trademark registrations and copyright registrations, from any pending applications included in the Seller Intellectual Property (including, but not limited to, the Seller Intellectual Property set forth on Exhibit A) to Assignee upon issuance or registration.

3. **Further Assurances.** As and when reasonably requested by Assignee, Assignor shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such documents, instruments and certificates and shall take, or cause to be taken, all such further or other actions as are reasonably necessary to evidence and effectuate the assignment and transfer to Assignee of the Seller Intellectual Property.

4. **Parties in Interest.** This IP Assignment Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the Parties, and their permitted successors and assigns. This IP Assignment Agreement is for the sole benefit of the Parties, and their permitted successors and assigns. No Party hereto is acting as an agent for any other Person not named herein as a party hereto.

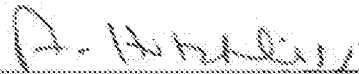
5. **Governing Law.** This IP Assignment Agreement shall be governed by and enforced in accordance with the internal laws of the State of New York applicable to contracts made and performed in such State without giving effect to any Law or rule that would cause the Laws of any jurisdiction other than the State of New York to be applied.
6. **Conflicts.** The assignment of Seller Intellectual Property made hereunder is in accordance with, and subject to the Purchase Agreement (including, without limitation, the representations, warranties, covenants and agreements contained therein). In the event of a conflict between the terms and conditions of this IP Assignment Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede, and prevail. Notwithstanding anything to the contrary in this IP Assignment Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants, and obligations of the Parties contained in the Purchase Agreement or the survival thereof.
7. **Counterparts.** This IP Assignment Agreement may be executed in one or more counterparts, and signature pages may be delivered by facsimile, portable document format (PDF), DocuSign or any other electronic signature complying with the U.S. federal ESIGN Act of 2000 or the Electronic Signatures and Records Act of the State of New York, each of which shall be deemed an original, but all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that all Parties need not sign the same counterpart.
8. **Amendment; Waiver.** No provision of this IP Assignment Agreement may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by all the Parties.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Assignor and Assignee caused this IP Assignment Agreement to be duly executed as of the date first written above.

ASSIGNOR

DERMIRA, INC.

By: 
Name: Andrew T. Hotchkiss
Title: Chief Executive Officer and
Chief Commercial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, Assignor and Assignee caused this IP Assignment Agreement to be duly executed as of the date first written above.

ASSIGNEE

JOURNEY MEDICAL CORPORATION

By: 
Name: Claude Maraoui
Title: President & Chief Executive Officer

EXHIBIT A

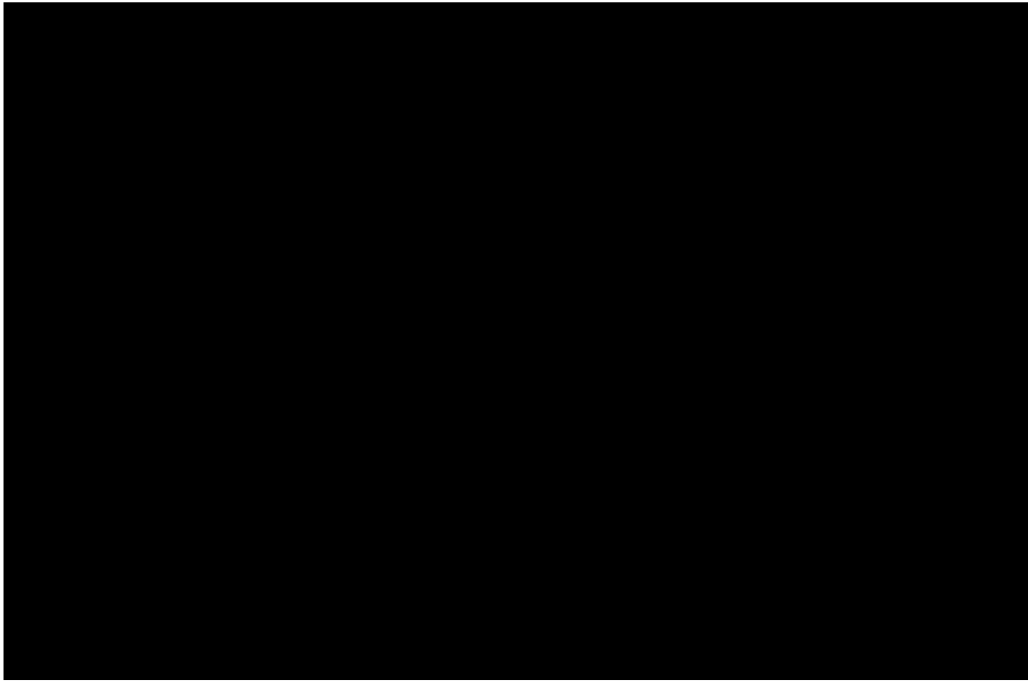


EXHIBIT A-2

Owned Trademarks

Mark	Country	Application Date / Registration Date	Application Number / Registration Number	Owner
QBREXZA	United States	1/5/2018 12/25/2018	87745446 5639520	Dermira, Inc.