

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675508

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AZURITY PHARMACEUTICALS, INC.		09/20/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	88439326	AZURITY	
Serial Number:	88452967	AZURITY PHARMACEUTICALS	
Serial Number:	85688748	CP	
Serial Number:	85688718	CUTISPHARMA	
Serial Number:	87136398	FIRST	
Serial Number:	76418087	FIRST	
Serial Number:	75882933	FIRST RX	
Serial Number:	87715534	FIRVANQ	
Serial Number:	87451656	FIRVANQ	
Serial Number:	88061929	HODUCA	
Serial Number:	85688764	ORAL SUSPENSION	
Serial Number:	86299917	ORAL SOLUTION	
Serial Number:	86749911	RXM THERAPEUTICS	
Serial Number:	86749943	RXM THERAPEUTICS	
Serial Number:	85688790	SUPPOSITORY	
Serial Number:	88194921	THINK FIRST BEFORE YOU COMPOUND	
Serial Number:	86540574	TRANSFORMING COMPOUNDING THROUGH INNOVAT	
Serial Number:	87006120	TRANSFORMING MEDICINE THROUGH INNOVATION	
Serial Number:	88453131		
TRADEMARK			

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CORRESPONDENCE DATA**Fax Number:**

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.

Phone: 3129932652
Email: heather.poitras@lw.com
Correspondent Name: Heather Poitras
Address Line 1: 330 N Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	049067-0345 HP
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NAME OF SUBMITTER:	Heather Poitras
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SIGNATURE:	/hp/
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DATE SIGNED:	09/20/2021
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Total Attachments: 6

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**SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) is made effective as of September 20, 2021, by and from AZURITY PHARMACEUTICALS, INC., a Delaware corporation (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A. for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the “Grantee”).

WHEREAS, CutisPharma Intermediate Holdings, Inc., a Delaware corporation (“Holdings”), the Grantor, the Lenders party thereto from time to time and the Grantee have entered into that certain Credit Agreement, dated as of September 20, 2021 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor, Holdings, and certain other Subsidiaries of the Grantor have entered into that certain Pledge and Security Agreement, dated as of September 20, 2021 (as may be further amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the Trademarks (as defined below), which Trademarks are pending or registered with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms used and not otherwise defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete payment and performance of all the Secured Obligations. Upon the satisfaction of the Final Release Conditions, this Confirmatory Grant shall automatically terminate and all rights to the Trademarks shall revert to the Grantor. Upon such termination, the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing (and/or evidencing of record the release of) the lien and security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest, whether now owned or hereafter acquired, in and to (1) all trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the foregoing listed on Exhibit A, and all goodwill connected with the use of or symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements, dilutions, and other violations thereof; (4) all rights to sue for past, present, and future infringements, dilutions, and other violations thereof; and (5) all rights corresponding to any of the foregoing throughout the world (the “Trademarks”).

(c) Notwithstanding anything to the contrary contained above, the security interest created by this Confirmatory Grant shall not extend to Excluded Assets.


3) Grants, Rights, Remedies. This Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern and control.

4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

5) Counterparts. This Confirmatory Grant may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy, e-mailed .pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

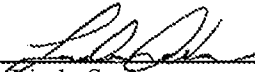
AZURITY PHARMACEUTICALS, INC.
as Grantor

By: 
Name: Ronald E. Scarboro
Title: Treasurer and Chief Financial Officer

Signature Page for
Supplemental Confirmatory Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 007425 FRAME: 0892

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Linda Secka
Title: Authorized Signatory

Signature Page for
Supplemental Confirmatory Grant of Security Interest in United States Trademarks


TRADEMARK
REEL: 007425 FRAME: 0893

SUPPLEMENTAL CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A

Trademarks and Trademark Applications

Title	Country	Application No.	Application Date	Registration No.	Registration Date
AZURITY	United States	88/439326	5/21/19	6196161	11/10/20
 AZURITY PHARMACEUTICALS	United States	88/452967	5/30/19	6206671	11/24/20
 CP	United States	85688748	7/27/12	4420640	10/22/13
CUTISPHARMA	United States	85688718	7/27/12	4473417	1/28/14
 FIRST	United States	87136398	8/12/16	5244475	7/18/17
 FIRST	United States	76418087	6/7/02	3275609	8/7/07
FIRST FIRST RX	United States	75882933	12/29/99	2636155	10/15/02
 FIRVANQ	United States	87715534	12/11/17	5651067	1/8/19
FIRVANQ	United States	87451656	5/16/17	5525903	7/24/18
HODUCA	United States	88/061929	8/1/18		
	United States	85688764	7/27/12	4416915	10/15/13

Title	Country	Application No.	Application Date	Registration No.	Registration Date
ORAL SUSPENSION					
 ORAL SOLUTION	United States	86299917	6/4/14	4678283	1/27/15
RXM THERAPEUTICS	United States	86749911	9/8/15	5498187	6/19/18
 RXM THERAPEUTICS	United States	86749943	9/8/15	5623056	12/4/18
 SUPPOSITORY	United States	85688790	7/27/12	4416916	10/15/13
THINK FIRST BEFORE YOU COMPOUND	United States	88/194921	11/15/18	5875744	10/1/19
TRANSFORMING COMPOUNDING THROUGH INNOVATION	United States	86540574	2/20/15	5055386	10/4/16
TRANSFORMING MEDICINE THROUGH INNOVATION	United States	87006120	4/19/16	5360667	12/19/17
 MISC DESIGN	United States	88/453131	5/30/19	6206673	11/24/20