

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675503

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ARBOR PHARMACEUTICALS, LLC		09/20/2021	Limited Liability Company: 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: 24			
Property Type	Number	Word Mark	
Serial Number:	88756844	EVEKEO ODT	
Serial Number:	87213168	ARBOR FOCUSING ON ADHD	
Serial Number:	86147411	SOTYLIZE	
Serial Number:	86147416	EVEKEO	
Serial Number:	86721318	ARBOR E-Z RX	
Serial Number:	86607627	CETYLEV	
Serial Number:	85427281	ARBOR PHARMACEUTICALS	
Serial Number:	85748821	ARBOR PHARMACEUTICALS	
Serial Number:	85550865	ZENZEDI	
Serial Number:	85404726	NYMALIZE	
Serial Number:	78754601	SKLICE	
Serial Number:	78067768	NITROMED	
Serial Number:	77782887	HORIZANT	
Serial Number:	76321333	XENOPORT	
Serial Number:	74317284	BIDIL	
Serial Number:	73221719	EES	
Serial Number:	73118139	E.E.S.	
Serial Number:	73066179	E.E.S. 400	
Serial Number:	73593507	PCE	
TRADEMARK			

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Property Type	Number	Word Mark
Serial Number:	73351494	ERYPED
Serial Number:	73286993	ERY-TAB
Serial Number:	73124970	ERYDERM
Serial Number:	71636577	ERYTHROCIN
Serial Number:	76321335	XENOPORT

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
NAME OF SUBMITTER:	Heather Poitras
SIGNATURE:	/hp/
DATE SIGNED:	09/20/2021

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 ARBOR PHARMACEUTICALS, LLC, a Delaware limited liability company (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.

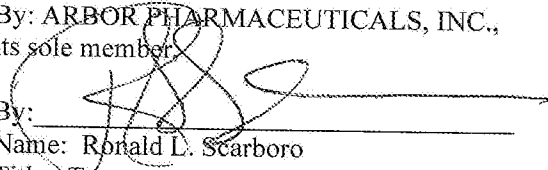
4) Governing Law. **THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.**

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.

ARBOR PHARMACEUTICALS, LLC
as Grantor

By: ARBOR PHARMACEUTICALS, INC.,
its sole member

By: 
Name: Ronald L. Scarboro
Title: Treasurer

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: 0991

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
EVEKEO ODT	United States	88756844	1/13/2020	6135080	8/25/2020
ARBOR FOCUSING ON ADHD	United States	87213168	10/24/2016	5367609	1/2/2018
SOTYLIZE	United States	86147411	12/28/2013	4728651	4/8/2015
EVEKEO	United States	86147416	12/18/2013	4740064	5/19/2015
ARBOR E-Z RX	United States	86721318	8/11/2015	5219149	6/6/2017
CETYLEV	United States	86607627	4/23/2015	5018702	8/9/2016
ARBOR PHARMACEUTICALS	United States	85427281	9/20/2011	4146108	5/22/2012
ARBOR PHARMACEUTICALS	United States	85748821	9/9/2012	4446271	12/10/2013
ZENZEDI	United States	85550865	2/23/2012	4397018	9/3/2013
NYMALIZE	United States	85404726	8/23/2011	4369144	7/16/2013
SKLICE	United States	78754601	11/15/2005	3735333	1/5/2010
NITROMED	United States	78067768	6/6/2001	2621465	9/17/2002
HORIZANT	United States	77782887	7/16/2009	4071035	12/13/2011
XENOPORT	United States	76321333	10/3/2001	2925591	2/8/2005
BIDIL	United States	74317284	9/23/21992	1896747	5/30/1995
EES	United States	73221719	6/29/1979	1144690	12/30/1980
E.E.S.	United States	73118139	3/7/1977	1077242	11/15/1977
E.E.S. 400	United States	73066179	10/17/1975	1058892	2/15/1977
PCE	United States	73593507	4/14/1986	1437037	4/21/1987
ERYPED	United States	73351494	2/22/1982	1251456	9/20/1983
ERY-TAB	United States	73286993	11/21/1980	1211217	10/5/1982
ERYDERM	United States	73124970	5/2/1977	1082192	1/17/1978

Title	Country	Application No.	Application Date	Registration No.	Registration Date
ERYTHROCIN	United States	71636577	10/14/1952	0590748	6/8/1954
XENOPORT	United States	76321335	10/3/2001	2935290	3/22/2005