

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675607

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAYFIN SERVICES LLP (AS ADMINISTRATIVE AGENT)		09/17/2021	Limited Liability Partnership: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	BELLUS MEDICAL, LLC		
Street Address:	5005 LBJ Freeway, Suite 370		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75244		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4749673	SKINFUSE	
Registration Number:	4532187	SKINPEN	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<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:	973-597-2500		
Email:	lstrademark@lowenstein.com		
Correspondent Name:	Matthew P. Hintz, Esq.		
Address Line 1:	Lowenstein Sandler LLP		
Address Line 2:	One Lowenstein Drive		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	29693.44		
NAME OF SUBMITTER:	Matthew P. Hintz, Esq.		
SIGNATURE:	/Matthew P. Hintz, Esq./		
DATE SIGNED:	09/20/2021		
Total Attachments: 7			
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TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY INTEREST**, dated as of September 17, 2021 (“Release”), is made by HAYFIN SERVICES LLP, as administrative agent for the Lenders under the Credit Agreement (as defined below) (the “Agent”), with an address at One Eagle Place, London SW1Y 6AF UK, in favor of BELLUS MEDICAL, LLC, a Texas limited liability company (“Grantor”), with an address at 5005 LBJ Freeway, Suite 370, Dallas, TX 75244.

RECITALS

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement and Guaranty, dated as of May 3, 2018 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Credit Agreement”) by and among the Parent, the Intermediate Holdco, the Borrower, each Guaranty party thereto and the Secured Parties;

WHEREAS, pursuant to the Credit Agreement, Grantor executed and delivered to Agent the Trademark Security Agreement, dated as of November 1, 2018, in which Grantor granted to the Agent a continuing security interest in, and a right to set off against, any and all right, title and interest of Grantor in and to trademarks, service marks, and trade names, including all goodwill connected with or symbolized by any of the foregoing including, but not limited to, the foregoing listed on Schedule A attached hereto (collectively, “Trademark Collateral”), recorded at the United States Patent and Trademark Office (“USPTO”) on November 15, 2018 at Reel 006538 Frame 0299 (“Security Agreement”); and

WHEREAS, the Agent has agreed to terminate and release its security interest in the Patent Collateral as herein provided.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Grantor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement or Security Agreement.

SECTION 2. Termination and Release. Agent, without representation, warranty, or recourse, hereby:

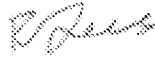
- (a) terminates, cancels, discharges, and releases the security interest in, and the right to set off against, Grantor’s right, title, and interest in and to all the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Credit Agreement or Security Agreement; and
- (b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.
- (c) authorizes Grantor or Grantor’s agent to record this Release with the United States Patent and Trademark Office and any other relevant governmental authority.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, Agent has caused this Termination and Release of Trademark Security Agreement to be duly executed as of the date first set forth above.

Agent:

HAYFIN SERVICES LLP, as administrative agent
for the Lenders under the Credit Agreement







By: _____









Name: Erica Hughes






Title: Authorised Signatory

SCHEDULE A

Item A: Trademarks

Owner	Trademark	Registration Number (if registered); Serial Number (if applied for only)	Registration Date (if Registered) or Filing Date (if applied for only)	Country
Bellus Medical LLC	SKINFUSE	4749673	June 2, 2015	USA
Bellus Medical LLC	SKINPEN	4532187	May 20, 2014	USA
Bellus Medical LLC	ALLUMERA	4166356	July 3, 2012	USA
Bellus Medical LLC	ALLUMERA & Design 	4040313	Oct. 18, 2011	USA
Photocure ASA	ALLUMERA	2479770	Dec. 2, 2011	Argentina
Photocure ASA	ALLUMERA	2479771	Dec. 2, 2011	Argentina
Photocure ASA	ALLUMERA	2479772	Dec. 2, 2011	Argentina
Photocure ASA	ALLUMERA & Design 	2479774	Dec. 2, 2011	Argentina
Photocure ASA	ALLUMERA & Design 	2479775	Dec. 2, 2011	Argentina
Photocure ASA	ALLUMERA & Design 	2479776	Dec. 2, 2011	Argentina
Bellus Medical LLC	SKINFUSE	1684619	Oct. 28, 2015	Australia
Bellus Medical LLC	SKINPEN	1684622	Oct. 28, 2015	Australia
Bellus Medical LLC	SKINFUSE	TMA989542	Jan. 29, 2018	Canada
Bellus Medical LLC	SKINPEN	TMA989541	Jan. 29, 2018	Canada
Bellus Medical LLC	ALLUMERA	1028549	Sept. 10, 2009	China

Bellus Medical LLC	ALLUMERA & Design 	1051683	June 16, 2010	China
Bellus Medical LLC	SKINPEN Stylized 	VR 2015 01144	May 20, 2015	Denmark
Bellus Medical LLC	ALLUMERA	1028549	Sept. 10, 2009	European Union
Bellus Medical LLC	ALLUMERA & Design 	1051683	June 16, 2010	European Union
Bellus Medical LLC	SKINFUSE	013899885	July 20, 2015	European Union
Photocure ASA	ALLUMERA	1926530	Sept. 13, 2010	India
Photocure ASA	ALLUMERA & Design 	2022012	Feb. 23, 2010	India
Bellus Medical LLC	ALLUMERA	1028549	Sept. 10, 2009	Japan
Bellus Medical LLC	ALLUMERA & Design 	1051683	June 16, 2010	Japan
Photocure ASA	ALLUMERA	1200743	Feb. 10, 2011	Mexico
Photocure ASA	ALLUMERA	1239844	Sept. 26, 2011	Mexico
Photocure ASA	ALLUMERA	1287803	May 28, 2012	Mexico
Photocure ASA	ALLUMERA & Design 	1208066	March 23, 2011	Mexico
Photocure ASA	ALLUMERA & Design 	1240950	Sept. 30, 2011	Mexico
Photocure ASA	ALLUMERA & Design 	1287804	May 28, 2012	Mexico
Bellus Medical LLC	SKINFUSE	1016864	Oct. 1, 2015	New Zealand
Bellus Medical LLC	SKINPEN	1016866	Oct. 1, 2015	New Zealand

Photocure ASA	ALLUMERA	261344	September 7, 2011	Norway
Photocure ASA	ALLUMERA & Design 	261434	September 12, 2011	Norway
Bellus Medical LLC	ALLUMERA	1028549	Sept. 10, 2009	Singapore
Bellus Medical LLC	ALLUMERA & Design 	1051683	June 16, 2010	Singapore
Bellus Medical LLC	ALLUMERA	1028549	Sept. 10, 2009	South Korea
Bellus Medical LLC	ALLUMERA & Design 	1051683	June 16, 2010	South Korea
Bellus Medical LLC	ALLUMERA	1028549	Sept. 10, 2009	Switzerland
Bellus Medical LLC	ALLUMERA & Design 	1051683	June 16, 2010	Switzerland
Bellus Medical LLC	ALLUMERA	1028549	Sept. 10, 2009	WIPO – International Registration
Bellus Medical LLC	ALLUMERA & Design 	1051683	June 16, 2010	WIPO – International Registration

Item B: Trademark Licenses

1. Distributorship Agreement, by and between Grantor and Ecomedic GMBH (“Ecomedic”), dated as of August 09, 2018, pursuant to which Ecomedic is entitled to use Grantor’s trademarks, trade names or any other symbols for the purposes set out in the agreement.
2. Manufacturing and License Agreement, by and between Grantor and FillTech USA, LLC (“FillTech”), dated as of February 14, 2018, pursuant to which FillTech is granted all applicable licenses in trademark, patent, trade secret, or otherwise, that are necessary for Filltech to manufacture products for Grantor during the term of the agreement.
3. Master Services Agreement, by and between Grantor and Command Medical Products, Inc. (“Command”), dated as of May 31, 2018, pursuant to which Command is granted the right to use certain intellectual property of Grantor or its licensors, as specified in a

statement of work, solely as necessary to perform the services under that statement of work.

4. Contract Manufacturing Agreement, by and between Grantor and Sparton Corporation (“Sparton”), dated as of July 05, 2018, pursuant to which Sparton is granted a nontransferable license to use intellectual property rights of Grantor solely to manufacture the specified products and to otherwise perform its obligations under the agreement.