

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807271

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DERMAVANT SCIENCES GMBH		04/27/2023	Limited Liability Company: SWITZERLAND
RECEIVING PARTY DATA			
Name:	U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION		
Street Address:	One Federal Street, 3rd Floor		
Internal Address:	EX-MA-FED		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97591262	MYVTAMA	
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>			
Phone:	858-509-4071		
Email:	sdipdocket@pillsburylaw.com		
Correspondent Name:	Michelle L. Mehok		
Address Line 1:	11682 El Camino Real, Suite 200		
Address Line 4:	San Diego, CALIFORNIA 92130		
NAME OF SUBMITTER:	Michelle L Mehok		
SIGNATURE:	/michelle mehok/		
DATE SIGNED:	05/01/2023		
Total Attachments: 8			
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THE COLLATERAL AGENT IS PARTY TO THE SENIOR LENDER INTERCREDITOR AGREEMENT DATED AS OF MAY 14, 2021 WITH XYQ LUXCO S.À R.L., AS SENIOR LENDER, AND THE OTHER PARTIES PARTY THERETO FROM TIME TO TIME, BY WHICH THE COLLATERAL AGENT AND ITS SUCCESSORS AND ASSIGNS, ARE BOUND. THE TERMS OF THIS TRADEMARK SECURITY AGREEMENT, INCLUDING WITHOUT LIMITATION ANY RIGHTS OF ENFORCEMENT HEREUNDER, ARE SUBJECT TO THE TERMS OF SUCH SENIOR LENDER INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS HEREUNDER AND THE TERMS OF SUCH SENIOR LENDER INTERCREDITOR AGREEMENT, THE TERMS OF SUCH SENIOR LENDER INTERCREDITOR AGREEMENT WILL GOVERN AND CONTROL.

THE COLLATERAL AGENT IS PARTY TO THE PARITY INTERCREDITOR AGREEMENT DATED AS OF MAY 14, 2021, BY WHICH THE COLLATERAL AGENT AND ITS SUCCESSORS AND ASSIGNS, ARE BOUND. THE TERMS OF THIS FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT, INCLUDING WITHOUT LIMITATION ANY RIGHTS OF ENFORCEMENT HEREUNDER, ARE SUBJECT TO THE TERMS OF SUCH PARITY INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS HEREUNDER AND THE TERMS OF SUCH PARITY INTERCREDITOR AGREEMENT, THE TERMS OF SUCH PARITY INTERCREDITOR AGREEMENT WILL GOVERN AND CONTROL.

FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This **FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT** is dated as of April 27, 2023 (this “Agreement”), by and between **DERMAVANT SCIENCES GMBH**, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Switzerland (the “Grantor”), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, in its capacity as collateral agent under the RIPSAs referred to below with the address listed on its signature page hereto (in such capacity, including its successors and assigns, the “Collateral Agent”).

PRELIMINARY STATEMENT

WHEREAS, the Grantor has entered into that certain (i) Revenue Interest Purchase and Sale Agreement, dated as of May 14, 2021 (as amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the “RIPSA”), with the Collateral Agent and (ii) RIPSAs Collateral Agreement dated as of May 14, 2021 (as may be amended, extended, renewed, restated, supplemented, waived or otherwise modified from time to time, the “RIPSA Collateral Agreement”) with the purchasers from time to time party thereto and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties (as defined in the RIPSAs Collateral Agreement), a continuing security interest in and lien on, the Collateral (as defined in the RIPSAs Collateral Agreement), including the Grantor’s right, title and interest in and to all present and future trademarks and related licenses and rights for the benefit of the Secured Parties;

WHEREAS, pursuant to the RIPSAs Collateral Agreement, the Grantor entered into that certain Trademark Security Agreement, dated as of May 14, 2021 (as supplemented from time to time, the “Trademark Security Agreement”), granting to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and lien on the Trademark Collateral (as defined in the Trademark Security Agreement), which was recorded with the United States Patent and Trademark Office on May 19, 2021 at Reel/Frame 056399/0778; and

WHEREAS, the Grantor has acquired or created additional Trademark Collateral and desires to hereby supplement the Trademark Security Agreement to grant the Collateral Agent, for the benefit of the Secured Parties, a security interest in and lien on such additional Trademark Collateral in accordance with the terms of the RIPSAs Collateral Agreement and Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

I. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the respective meanings given to them in the Trademark Security Agreement.

II. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, on the terms set forth in and subject to the RIPSAs Collateral Agreement, a continuing lien and security interest (subject to the Intercreditor Agreements) in all of the Grantor’s right, title and interest in, to and under the following, to the extent constituting Collateral, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

A. all of its trademark applications and registrations set forth in Schedule I hereto, excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application (the “Trademarks”);

B. all goodwill of the business associated with the Trademarks; and

C. all products and proceeds of the Trademarks, including any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademarks or any Trademarks licensed under any intellectual property license, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark or (iii) right to receive license fees, royalties and other compensation under any intellectual property license;

provided, however, that for the avoidance of doubt, the Trademark Collateral shall not include, and the lien and security interest granted in the Agreement shall not attach to, the Excluded Assets of the type described in clause (2) of the definition thereof.

III. SECURITY FOR OBLIGATIONS. The grant of a lien and security interest in the Trademark Collateral by the Grantor pursuant to this Agreement secures prompt payment to the Secured Parties of the Obligations. This Agreement and the lien and security interest created

hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations (as defined in the RIPSAs Collateral Agreement) and would be owed by the Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of a proceeding commenced by or against the Grantor under any provision of the Bankruptcy Code (or under any other applicable foreign bankruptcy, insolvency, receivership or similar law) or under any other state or federal bankruptcy or insolvency law, assignments for the benefit of creditors, formal or informal moratoria, compositions, extensions generally with creditors, or proceedings seeking reorganization, arrangement, or other similar relief.

IV. RIPSAs COLLATERAL AGREEMENT. The lien and security interest granted pursuant to this Agreement is granted in conjunction with the lien and security interests granted to the Collateral Agent pursuant to the RIPSAs Collateral Agreement and the Trademark Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the lien and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the RIPSAs Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement, the Trademark Security Agreement and the RIPSAs Collateral Agreement, the RIPSAs Collateral Agreement shall control.

V. RESERVED.

VI. LIMITATION BY LAW; SEVERABILITY OF PROVISIONS. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. The illegality or unenforceability of any provision of this Agreement or any instrument or agreement required hereunder shall not in any way affect or impair the legality or enforceability of the remaining provisions of this Agreement or any instrument or agreement required hereunder.

VII. BINDING EFFECT. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors, and permitted assigns of the parties hereto; provided, however, the Grantor shall not assign or delegate any of its rights or duties under this Agreement without the prior written consent of the Collateral Agent (other than pursuant to a transaction permitted under the RIPSAs), and any attempted assignment without such consent shall be null and void. The rights and benefits of the Collateral Agent hereunder shall, if such Persons so agree, inure to any party acquiring any interest in the Obligations or any part thereof in accordance with the terms hereof or of the RIPSAs Collateral Agreement.

VIII. CAPTIONS. The captions contained in this Agreement are for convenience of reference only, are without substantive meaning and should not be construed to modify, enlarge, or restrict any provision.

IX. TERMINATION AND RELEASE. This Agreement shall terminate in accordance with the RIPSAs Collateral Agreement.

X. ENTIRE AGREEMENT. This Agreement, together with the RIPSAs Collateral Agreement, other Loan Documents (as defined in the RIPSAs Collateral Agreement) and the other Security Documents, embodies the entire agreement and understanding between the Grantor and the Collateral Agent relating to the Trademark Collateral and supersedes all prior agreements and understandings between the Grantor and the Collateral Agent relating to the Trademark Collateral.

XI. COUNTERPARTS AND ELECTRONIC EXECUTION. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall together constitute one and the same Agreement. Any counterpart may be executed by facsimile or other electronic (including PDF) transmission, and such facsimile or other electronic transmission shall be deemed an original.

XII. AMENDMENTS. Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor with respect to which such waiver, amendment or modification is to apply, subject to any consent that may be required in accordance with the RIPSAs Collateral Agreement.

XIII. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) EXCEPT TO THE EXTENT THAT LOCAL LAW GOVERNS THE CREATION, PERFECTION, PRIORITY OR ENFORCEMENT OF SECURITY INTERESTS.

XIV. SWISS LIMITATIONS. Section 8.21 (Swiss Limitations) of the RIPSAs Collateral Agreement shall apply *mutatis mutandis* to this Agreement.

XV. CONCERNING THE COLLATERAL AGENT. It is expressly understood and agreed that U.S. Bank National Association is entering into this Agreement solely in its capacity as Collateral Agent as appointed pursuant to the RIPSAs and shall be entitled to all of the rights, privileges, immunities and protections under the RIPSAs as if such rights, privileges, immunities and protections were set forth herein.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DERMAVANT SCIENCES GMBH

By: Nandini Devi
Name: Nandini Devi
Title: Sole Signatory

ACKNOWLEDGMENT

State of _____

Country of _____

Be it known that personally appeared before me _____ who acknowledged himself/herself to be the _____ of Dermavant Sciences GmbH.

In testimony whereof, I have unto set my hand this _____ day of March, 2023.

Notary Signature

My Commission

[Signature Page to First Supplement to Trademark Security Agreement]

LEGALIZATION

I, the undersigned Dr. Andreas C. Albrecht, Civil Law Notary in Basel (Switzerland), herewith certify the authenticity of the foregoing signature of Ms. Nandini Devi, British citizen, domiciled in Basel, whose signature I have identified by comparison with a doubtlessly authentic signature, the signatory acting on behalf of Dermavant Sciences GmbH, a company which has its registered seat in Basel. The signatory is individually authorized to legally act on behalf of the aforesaid company.

IN WITNESS THEREOF I have put my hand and seal thereunto in Basel (Switzerland) on this 24th (twenty-fourth) day of April, 2023 (two thousand and twenty-three).

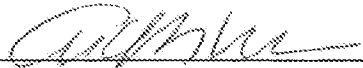


A. Albrecht,
Notar

Leg. Prot. 23 /2023

ACCEPTED AND ACKNOWLEDGED BY:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Collateral Agent
One Federal Street, 3rd Floor
EX-MA-FED
Boston, MA 02110

By: 
Name: Alison D.B. Nadeau
Title: Vice President

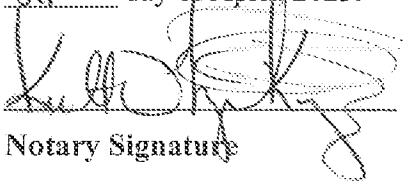
ACKNOWLEDGMENT

State of Connecticut
Country of HARTFORD, CT USA

Be it known that personally appeared before me
Alison D.B. Nadeau who acknowledged himself/herself
to be the Vice President

of U.S. Bank Trust Company, National Association.

In testimony whereof, I have unto set my hand this
21st day of April 2023.


Notary Signature

Keith D. NIZIANKIEWICZ
My Commission EXPIRES: 8/31/2024

Schedule 1
to
FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

COUNTRY	OWNER	TM	CLASSES	APPLICATION NO	APPLICATION DATE	REGISTRATION NO	REGISTRATION DATE	TRADEMARK STATUS	RENEWAL DUE
Canada	Derivant Sciences GmbH	MYVTAMA	35, 36, 42, 44	2208853	Sep-9-2022			Pending	
Canada	Derivant Sciences GmbH	NDUVRA	5	2233543	Jan-13-2023			Pending	
Mexico	Derivant Sciences GmbH	DERMAVANT	42	2679037	Jan-14-2022			Pending	
Switzerland	Derivant Sciences GmbH	MYVTAMA	35, 36, 42, 44	03742/2022	Mar-16-2022	786544	Mar-16-2022	Registered	Mar-16-2032
Switzerland	Derivant Sciences GmbH	NDUVRA	5	00320/2023	Jan-11-2023			Pending	
United States of America	Derivant Sciences GmbH	MYVTAMA	35, 36, 42, 44	97/591,262	Sep-14-2022			Pending	

TRADEMARK

REEL: 008056 FRAME: 0448

RECORDED: 05/01/2023