# CH \$265.00 674704

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM827548

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VERRICA PHARMACEUTICALS INC.		07/26/2023	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	ORBIMED ROYALTY & CREDIT OPPORTUNITIES IV, LP
Street Address:	601 Lexington Avenue, 54th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Partnership: DELAWARE

# **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	6747042	VERRICA PHARMACEUTICALS
Serial Number:	88862892	YCANTH
Serial Number:	88862941	YCANTH
Serial Number:	88912642	Y-ACCESS
Serial Number:	88935529	Y-ACCESS
Serial Number:	88935604	Y-ACCESS
Serial Number:	90754988	REINVENTING SKIN SCIENCE
Serial Number:	90755055	VERRICA
Serial Number:	90755123	V
Serial Number:	97769376	YCANTH

## **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.

Email: akwon@cov.com

Correspondent Name: COVINGTON & BURLING LLP

Address Line 1: ONE CITY CENTER, 850 TENTH ST NW

Address Line 2: ATTN: PATENT DOCKET

Address Line 4: WASHINGTON, D.C. 20001

TRADEMARK
REEL: 008146 FRAME: 0901

900789112

ATTORNEY DOCKET NUMBER:	034550.00096
NAME OF SUBMITTER:	Ashley M. Kwon
SIGNATURE:	/Ashley M. Kwon/
DATE SIGNED:	07/27/2023

### **Total Attachments: 7**

source=OrbiMed\_Verrica - Trademark Security Agreement [Execution Version]#page1.tif source=OrbiMed\_Verrica - Trademark Security Agreement [Execution Version]#page2.tif source=OrbiMed\_Verrica - Trademark Security Agreement [Execution Version]#page3.tif source=OrbiMed\_Verrica - Trademark Security Agreement [Execution Version]#page4.tif source=OrbiMed\_Verrica - Trademark Security Agreement [Execution Version]#page5.tif source=OrbiMed\_Verrica - Trademark Security Agreement [Execution Version]#page6.tif source=OrbiMed\_Verrica - Trademark Security Agreement [Execution Version]#page7.tif

# TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 26, 2023 (this "<u>Agreement</u>"), is made by VERRICA PHARMACEUTICALS INC., a Delaware corporation (the "<u>Grantor</u>"), in favor of ORBIMED ROYALTY & CREDIT OPPORTUNITIES IV, LP, a Delaware limited partnership (together with its Affiliates, successors, transferees and assignees, the "<u>Administrative Agent</u>"), as Administrative Agent for the Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 26, 2023 (as amended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), by and between VERRICA PHARMACEUTICALS INC., a Delaware corporation (the "<u>Borrower</u>"), the Lenders party thereto and the Administrative Agent, the Lenders have extended Commitments to make Loans to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and its Affiliates have executed and delivered a Pledge and Security Agreement in favor of the Administrative Agent, for the benefit of the Secured Parties, dated as of July 26, 2023 (as amended, supplemented, or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. <u>Grant of Security Interest</u>. The Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in and to the Trademark Collateral, including those Trademarks referred to in Item A of Schedule I hereto and each Trademark license referred to in Item B of Schedule I hereto.

Notwithstanding anything to the contrary, the Trademark Collateral does not include (a) Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent to use" of such Trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent that granting a Lien

in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or (b) other Excluded Property.

SECTION 3. <u>Security Agreement</u>. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Administrative Agent for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (a) the sale of Trademark Collateral to Persons who are not the Borrower of any Subsidiary thereof in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)). Upon any such sale or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all such Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. <u>Loan Document</u>. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. <u>Effectiveness</u>. This Agreement shall become effective when a counterpart hereof executed by the Grantor shall have been received by the Administrative Agent. Delivery of an executed counterpart of a signature page to this Agreement by email (e.g., "pdf" or "tiff") or telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

2

IN WITNESS WHEREOF, the Grantor hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

VERRICA PHARMACEUTICALS INC.

By: Terry koller
Name: Terry Kohler
Title: Chief Financial Officer

Signature Page to Trademark Security

**TRADEMARK** 

**REEL: 008146 FRAME: 0905** 

SCHEDULE I to Trademark Security Agreement

Verrica Pharmaceutical s Inc.	ı	27-May-2020	<u>US</u>	Pending	ı	88/935,604	Y-ACCESS AND DESIGN (COLOR)
Verrica Pharmaceutical s Inc.	-	27-May-2020	<u>US</u>	Pending	-	88/935,529	Y-ACCESS AND DESIGN (B&W)
Verrica Pharmaceutical s Inc.	ı	<u>12-May-2020</u>	<u>US</u>	Pending	-	88/912,642	Y-ACCESS
Verrica Pharmaceutical s Inc.	1	07-Apr-2020	<u>US</u>	Pending	•	88/862,941	YCANTH and Design (Color)
Verrica Pharmaceutical s Inc.	ı	<u>07-Apr-2020</u>	<u>US</u>	Pending	-	88/862,892	YCANTH and Design (Black & White)
Verrica Pharmaceutical s Inc.	11-Sep-2020	30-Jan-2020	<u>Japan</u>	Registered	6291479	<u>2020-010195</u>	YCANTH
Verrica Pharmaceutical s Inc.	<u>31-May-2022</u>	24-Aug-2018	<u>US</u>	Registered	6,747,042	88/091,497	VERRICA PHARMACEU TICALS
Owner	Reg. Dt	Appl. Dt	Country of Reg.	Status	<u>Reg. #</u>	<u>Appl. #</u>	<u>Trademark</u>

YCANTH	YUKANSU in  Japanese Characters	IKANSU in  Japanese Characters	YAKANSU in  Japanese Characters	WAIKYANSU in Japanese Characters	<u>V AND</u> <u>DESIGN</u>	<u>VERRICA</u> (STYLIZED)	REINVENTIN G SKIN SCIENCE
97/769,376	2022-123270	<u>2022-123269</u>	2022-123268	2022-123264	90/755,123	<u>90/755,055</u>	90/754,988
	6679771	<u>6679770</u>	<u>6679769</u>	<u>6679768</u>			
Pending	Registered	Registered	Registered	Registered	<u>Pending</u>	<u>Pending</u>	<u>Pending</u>
<u>US</u>	<u>Japan</u>	<u>Japan</u>	<u>Japan</u>	<u>Japan</u>	<u>US</u>	<u>US</u>	<u>US</u>
<u>26-Jan-2023</u>	27-Oct-2022	27-Oct-2022	27-Oct-2022	27-Oct-2022	<u>04-Jun-2021</u>	<u>04-Jun-2021</u>	<u>04-Jun-2021</u>
	<u>10-Mar-2023</u>	<u>10-Mar-2023</u>	<u>10-Mar-2023</u>	<u>10-Mar-2023</u>			
Verrica Pharmaceutical s Inc.	Verrica Pharmaceutical s Inc.	Verrica Pharmaceutical s Inc.	Verrica Pharmaceutical s Inc.	Verrica Pharmaceutical s Inc.	Verrica Pharmaceutical s Inc.	Verrica Pharmaceutical s Inc.	Verrica Pharmaceutical s Inc.

None

Item B. <u>Trademark Licenses</u>

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