

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM861386

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900818068		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EPI Health, LLC		09/25/2023	Limited Liability Company: SOUTH CAROLINA
Novan, Inc.		09/25/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mayne Pharma LLC		
<b>Street Address:</b>	3301 Benson Drive		
<b>Internal Address:</b>	#401		
<b>City:</b>	Raleigh		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27609		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5232934	RHOFAD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023712540		
<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>			
<b>Phone:</b>	202-371-2600		
<b>Email:</b>	tm@sternekessler.com, dbondurant@sternekessler.com, mtalley@sternekessler.com		
<b>Correspondent Name:</b>	Sterne, Kessler, Goldstein & Fox P.L.L.C		
<b>Address Line 1:</b>	1101 K Street, N.W.		
<b>Address Line 2:</b>	10th Floor		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	6219.0010000		
<b>NAME OF SUBMITTER:</b>	Monica Riva Talley		
<b>SIGNATURE:</b>	/Monica Riva Talley/		
<b>DATE SIGNED:</b>	12/15/2023		

**Total Attachments: 7**

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this “Assignment”), dated as of September 25, 2023, is made and entered into by and among Novan, Inc., a Delaware corporation (“Novan”), EPI Health, LLC, a South Carolina limited liability company and wholly-owned subsidiary of Novan (collectively with Novan, “Assignors”) and Mayne Pharma LLC, a Delaware limited liability company (“Assignee”).

**WHEREAS, WHEREAS**, Assignors and Assignees have entered into an Asset Purchase Agreement dated as of August 31, 2023 (the “Purchase Agreement”);

**WHEREAS**, capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Purchase Agreement;

**WHEREAS**, pursuant to the Purchase Agreement, Assignors have agreed to sell, assign, convey, transfer and deliver the Purchased Assets to Assignee, and Assignee has agreed to purchase and acquire the Purchased Assets from Assignors, all upon the terms and subject to the conditions of the Purchase Agreement; and

**WHEREAS**, in accordance with the above and pursuant to the Purchase Agreement, Assignors wish to sell, transfer, assign, convey and deliver to Assignee, and Assignee wishes to purchase and acquire from Assignors, all of Assignors’ right, title and interest in, to or under the trademarks and trademark applications set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith and the business to which such marks pertain (collectively, the “Marks”).

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

Section 1. Effective as of the Closing, Assignors hereby sell, transfer, assign, convey and deliver to Assignee, its successors, assigns, and legal representatives Assignors’ entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all goodwill associated therewith and the business to which such Marks pertain, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all income, royalties, damages, claims, and payments with respect thereto due or payable as of the Closing Date or thereafter, and in and to all causes of action, including, without limitation, all causes of action (either in law or equity) and claims for damages by reason of past, present or future infringement, dilution or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Section 2. From time to time after the Closing, upon Assignee’s reasonable request, Assignors shall execute and deliver, or cause to be executed and delivered, such additional

documents, instruments, conveyances and assurances, and shall take or cause to be taken such further actions, as Assignee may reasonably request in order to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 3. This Assignment (including the schedules and exhibits hereto and other documents specifically referred to herein), together with the Purchase Agreement and the other Related Agreements, constitute the entire agreement among the parties and supersede any prior understandings, agreements or representations (whether written or oral) by or among the parties, written or oral, with respect to the subject matter hereof.

Section 4. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by each party except as expressly provided herein. No waiver of any breach of this Assignment shall be construed as an implied amendment or agreement to amend or modify any provision of this Assignment.

Section 5. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. None of the parties may assign either this Assignment or any of its rights, interests or obligations hereunder without the prior written approval of all parties; provided, however, that (i) Assignee shall be permitted to assign any of its rights hereunder to one or more of its affiliates, as designated by Assignee in writing to Assignors; (ii) Assignee shall remain liable for all of its obligations under this Assignment after any such assignment; and (iii) Assignors shall be permitted to assign any of their rights hereunder pursuant to a confirmed plan under Chapter 11 of the Bankruptcy Code or pursuant to an order of the Bankruptcy Court.

Section 6. This Assignment shall in all aspects be governed by and construed in accordance with the internal Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware, and the obligations, rights and remedies of the parties shall be determined in accordance with such Laws. The parties agree that any Proceeding one party commences against any other party pursuant to this Assignment shall be brought exclusively in the Bankruptcy Court and each of the parties hereby irrevocably consents to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such Proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such Proceeding in the Bankruptcy Court or that any such Proceeding which is brought in the Bankruptcy Court has been brought in an inconvenient forum; provided that if the Bankruptcy Court is unwilling or unable to hear any such Proceeding, then the courts of the State of Delaware, sitting in New Castle County, Delaware, and the federal courts of the United States of America sitting in New Castle County, Delaware, shall have exclusive jurisdiction over such Proceeding.

Section 7. Each of the parties hereby consents to process being served by any party, respectively, in any suit, action or proceeding by delivery of a copy thereof in accordance with the provisions of Section 9.7 of the Purchase Agreement.

Section 8. EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSIGNMENT.

Section 9. The provisions of this Assignment shall be deemed severable, and the invalidity or unenforceability of any provision of this Assignment shall not affect the validity or enforceability of any other provisions of this Assignment so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner adverse to any party. If any provision of this Assignment, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) the parties shall negotiate in good faith to find a suitable and equitable provision that shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Assignment and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability in any one jurisdiction affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

Section 10. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Assignors hereby authorize and request the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the entire right, title and interest in and to the Marks.

[Signature Page Follows]



IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives effective as of the Closing Date.

ASSIGNOR:

EPI HEALTH, LLC

By: Paula Brown Stafford  
Name: Paula Brown Stafford  
Title: CEO

STATE OF NORTH CAROLINA )  
 ) SS.  
COUNTY OF WAKE )

On this 26 day of September, 2023, there appeared before me Paula Brown Stafford, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity on behalf of which the person acted, executed the instrument.

LINNELL V COMPTON  
NOTARY PUBLIC  
WAKE COUNTY, NC

Linnell V. Compton  
Notary Public

Commission Expires  
10/2026





**SCHEDULE A**

**TRADEMARKS**

Jurisdiction	Trademark	Application No.	Registration No.	Record Owner
Japan	RHOFADE	2014-070814	5734254	EPI Health, LLC
Australia	RHOFADE	1638800	1638800	EPI Health, LLC
Canada	RHOFADE	1680849	1034440	EPI Health, LLC
United States	RHOFADE	86/306966	5232934	EPI Health, LLC
Brazil	RHOFADE	908069014	908069014	EPI Health, LLC
European Union	RHOFADE	13195136	13195136	EPI Health, LLC
United Kingdom	RHOFADE	13195136	UK00913195136	EPI Health, LLC