

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAYNE PHARMA LLC		06/30/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WESTPAC ADMINISTRATION PTY. LIMITED		
Street Address:	Level 30, 275 Kent Street		
City:	SYDNEY		
State/Country:	AUSTRALIA		
Postal Code:	NSW 2000		
Entity Type:	Proprietary Limited Company: AUSTRALIA		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	6301219	AMETHIA	
Registration Number:	3600154	AZURETTE	
Registration Number:	2730140	CAMILA	
Registration Number:	3652644	CAZIANANT	
Registration Number:	2727955	ERRIN	
Registration Number:	2998666	LEENA	
Registration Number:	1746284	LEVORA	
Registration Number:	5846852	LEXETTE	
Registration Number:	2371732	LOW-OGESTREL	
Registration Number:	3096791	LUTERA	
Registration Number:	2598441	MICROGESTIN	
Registration Number:	1984578	NECON	
Registration Number:	6366234	NYMYO	
Registration Number:	4552190	SORILUX	
Registration Number:	3195109	SRONYX	
Registration Number:	3427250	TILIA	
Registration Number:	1274091	TRI-NORINYL	
Registration Number:	1865534	TRIVORA	
Registration Number:	1993743	ZOVIA	
		TRADEMARK	

Property Type	Number	Word Mark
Serial Number:	90826539	JEWELLA

CORRESPONDENCE DATA

Fax Number: 2125363901
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: 2125363900
Email: jane.steffens@klgates.com
Correspondent Name: Jane Steffens
Address Line 1: K&L Gates LLP
Address Line 2: 599 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Beata White
SIGNATURE:	/Beata White/
DATE SIGNED:	07/25/2022

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 30, 2022 (this “*Agreement*”), among MAYNE PHARMA LLC, a Delaware limited liability company (the “*Grantor*”) and WESTPAC ADMINISTRATION PTY. LIMITED, as Security Trustee for the Secured Parties (the “*Security Trustee*”).

RECITALS

WHEREAS, the Grantor is party to a Security Agreement dated as of June 30, 2022 (as it may from time to time be amended, modified or supplemented, the “*Security Agreement*”), by and among, among others, the Security Trustee and the other grantors from time to time party thereto.

In consideration of the mutual conditions and agreements set forth in the Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral. As security for the prompt and complete payment and performance in full when due of all Secured Money, the Grantor hereby pledges, assigns, transfers and grants to the Security Trustee, a continuing security interest in and Lien on all of the Grantor’s right, title and interest in, to and under all Intellectual Property Collateral, whether now owned or existing or hereafter acquired or arising and wherever located.

“**Intellectual Property Collateral**” means the Grantor’s right, title and interest in, to and under the following; *provided*, that the term “Intellectual Property Collateral” shall not include any Excluded Property:

- (b) all Patents and Patent Licenses to which it is a party, including those referred to on Schedule I hereto;
- (c) all Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule II hereto;
- (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License to which it is a party;
- (e) all reissues, continuations or extensions of any of the foregoing; and
- (f) all proceeds of the foregoing, including any claim by any Grantor against third parties for past, present, or future (i) infringement or dilution of any (A) Copyright or Copyright licensed under any Copyright License, (B) Trademark or Trademark licensed under any Trademark License or (C) Patent or Patent licensed

under any Patent License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3 First Priority Security Interest. Notwithstanding anything to the contrary contained in this Agreement, the Grantor and the Security Trustee (on behalf of the Secured Parties) acknowledge and agree that the Security Interests granted to the Security Trustee for the benefit of the Secured Parties and securing the Secured Money pursuant to this Agreement, will, subject to Sections 2.01 and 2.02 of the Security Agreement, be a “first” priority Security Interest in the Intellectual Property Collateral, junior to no other security interests, other than Permitted Liens.

SECTION 4 Certain Exclusions.

- (a) Notwithstanding anything herein to the contrary, in no event will the Collateral or the Intellectual Property Collateral include, and the Grantor will not be deemed to have granted, a Security Interest in any of its right, title or interest in any Intellectual Property constituting an Excluded Asset (as defined in the Security Agreement).
- (b) Nothing herein shall preclude the Grantor from taking any action in the United States Patent and Trademark Office of the United States Copyright Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof, including modification, reexamination or abandonment of any Intellectual Property Collateral, that is (i) in accord with the ordinary conduct of the Grantor’s business and (ii) permitted by the terms of the Secured Documents.

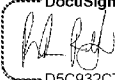
SECTION 5 Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Security Trustee pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Security Trustee with respect to the security interests granted to them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between the provisions of this Agreement and the Security Agreement, the terms of the Security Agreement will prevail.

SECTION 6 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its respective officers thereunto duly authorized as of the date first written above. This Intellectual Property Security Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of this Intellectual Property Security Agreement by facsimile or .pdf shall be effective as delivery of an original executed counterpart of this Intellectual Property Security Agreement.

MAYNE PHARMA LLC, as Grantor

DocuSigned by:
By: 
D5C932C7086C404
Name: Peter Paltoglou
Title: Director

ACCEPTED AND AGREED:

Security Trustee

Signed, Sealed and Delivered by Yi Xu

as attorney for **WESTPAC ADMINISTRATION
PTY. LIMITED ACN 008 617 203** under power
of attorney dated 3 August 2016 in
the presence of:

DocuSigned by:
Krish Gonsalkorala
5285BB349738494...
Witness (signature)

Krish Gonsalkorala
Witness (print name)

DocuSigned by:
[Signature]
30CB13E917ED41C...
Signature of attorney

SCHEDULE I TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

[See attached]

(A) REGISTERED PATENTS

<u>Patent</u>	<u>Reg. No.</u>	<u>Issue Date</u>
<u>UNITED STATES</u>		
TOPICAL FOAM COMPOSITION	8808716	19-Aug-2014
TOPICAL FOAM COMPOSITION	10,688,071	23-Jun-2020
TOPICAL FOAM COMPOSITION	10,568,859	25-Feb-2020
CORTICOSTERIOD CONTAINING FOAM COMPOSITIONS AND METHOD OF MANUFACTURE THEREOF	11,020,407	01-Jun-2021
HALOBETASOL FOAM COMPOSITION AND METHOD OF USE THEREOF	10,857,159	08-Dec-2020
<u>CANADA</u>		
MICROEMULSION & SUB-MICRON EMULSION PROCESS & COMPOSITIONS	2578594	17-Apr-2012
MICROEMULSION & SUB-MICRON EMULSION PROCESS & COMPOSITIONS	2756674	03-Apr-2012
<u>AUSTRALIA</u>		
TOPICAL FOAM COMPOSITION	2010217190	07-Feb-2013
HALOBETASOL FOAM COMPOSITION AND METHOD OF USE THEREOF	2016372789	31-Mar-2022

(B) PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Application Date</u>
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NEW ZEALAND

HALOBETASOL FOAM COMPOSITION AND METHOD OF USE THEREOF	743577	30-Nov-2016
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UNITED STATES

HALOBETASOL FOAM COMPOSITION AND METHOD OF MANUFACTURE THEREOF	16/544070	19-Aug-2019
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(C) PATENT LICENSES

UNITED STATES

LICENSE AND SUPPLY AGREEMENT between Estretra SRL and Mayne Pharma LLC, dated 01-Oct-2019.

PATENT LICENSE AGREEMENT between Stiefel West Coast LLC and Mayne Pharma LLC dated 17-Aug-2017

LICENSE AGREEMENT between Nestle Skin Health and Mayne Pharma LLC, dated 29-June-2017.

SCHEDULE II TO THE INTELLECTUAL PROPERTY SECURITY AGREEMENT

[See attached]

(A) REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Reg. No.</u>	<u>Issue Date</u>
<u>UNITED STATES</u>		
Amethia	6,301,219	23-Mar-21
AZURETTE	3600154	31-Mar-09
CAMILA	2730140	24-Jun-03
CAZIAN	3652644	07-Jul-09
ERRIN	2727955	17-Jun-03
LEENA	2998666	20-Sep-05
LEVORA	1746284	12-Jan-93
LEXETTE	5846852	27-Aug-19
LOW-OGESTREL	2371732	25-Jul-00
LUTERA	3096791	23-May-06
MICROGESTIN	2598441	23-Jul-02
NECON	1984578	02-Jul-96
NYMYO	6366234	25-May-21
SORILUX	4552190	17-Jun-14
SRONYX	3195109	02-Jan-07
TILIA	3427250	13-May-08
TRI-NORINYL	1274091	17-Apr-84
TRIVORA	1865534	06-Dec-94
ZOVIA	1993743	13-Aug-96
<u>AUSTRALIA</u>		
FABIOR	2051996	29-Jun-20
<u>CANADA</u>		
LUXIQ	TMA651220	24-Oct-05
Olux	1219397	24-Oct-05

OLUX-E	TMA909180	22-Jul-15
VERDESO	TMA867524	17-Dec-13

(B) TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application No.</u>	<u>Date</u>
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UNITED STATES

JEWELLA	90/826539	13-Jul-21
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(C) TRADEMARK LICENSES

None.