

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SIAN TIONG LIM	04/14/2015
MARC BARRY BROWN	04/14/2015
CHARLES RODNEY GREENAWAY EVANS	04/14/2015
MEDPHARM LIMITED	04/16/2015
RECEIVING PARTY DATA	
Name:	ACLARIS THERAPEUTICS, INC.
Street Address:	640 LEE ROAD
Internal Address:	SUITE 200
City:	WAYNE
State/Country:	PENNSYLVANIA
Postal Code:	19087
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15961236
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ATTORNEY DOCKET NUMBER:	139883.00241
NAME OF SUBMITTER:	ALEXANDRA GERRISH
SIGNATURE:	/Alexandra Gerrish/
DATE SIGNED:	04/30/2018
Total Attachments: 8	

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A S S I G N M E N T
BY MEDPHARM LIMITED

This Short Form Patent Assignment (hereinafter referred to as “Assignment”) is by and between Sian Tiong LIM, Charles Rodney GREENAWAY EVANS, and Marc Barry BROWN (hereinafter collectively “Inventors”), MedPharm Limited, having its principal place of business at Unit 3, Chancellor Court, 50 Occam Road, Surrey Research Park, Guildford, GU2 7AB, United Kingdom (hereinafter referred to as “MedPharm”) and Aclaris Therapeutics, Inc., having an address at 101 Lindenwood Drive, Suite 400, Malvern, PA 19355 (hereinafter referred to as “Assignee”).

WHEREAS, Inventors were identified as inventors of a certain new and useful invention as set forth and disclosed in the applications listed in Schedule A attached hereto (hereinafter referred to as the “Invention”);

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to said Invention and in and to any and all Letters Patent of the United States and foreign countries that may be obtained therefor;

WHEREAS, Inventors conveyed to their employer, MedPharm, all of Inventors’ right, title and interest in the Invention pursuant to Inventors’ obligations under their respective employment and intellectual property agreements between each of the Inventors and MedPharm;

WHEREAS, MedPharm and Assignee have entered into that certain Master Services Agreement dated September 12, 2012 (hereinafter referred to as the “Master Services Assignment”) pursuant to which MedPharm conveyed to the Assignee all of MedPharm’s right, title and interest in to the Invention;

WHEREAS, Inventors executed an Assignment dated August 14, 2014 confirming the assignment of any outstanding rights in the Invention set forth in U.S. Application No. 61/982,217 filed April 21, 2014 that may have been retained by such Inventors to Assignee;

WHEREAS, Charles Rodney GREENAWAY EVANS, and Marc Barry BROWN executed an Assignment dated March 5, 2015 confirming the assignment of any outstanding rights in the Invention set forth in U.S. Application No. 62/085,466 filed November 28, 2014 that may have been retained by such Inventors to Assignee;

WHEREAS, pursuant to the Contract of Employment and Intellectual Property Agreement between Sian Tiong LIM and MedPharm last dated December 20, 2007, LIM irrevocably appointed MedPharm to be his attorney in his name and on his behalf to execute and do any such documents, acts and things in order to vest any Intellectual Property (as defined therein) in MedPharm;

WHEREAS, Sian Tiong LIM is now deceased; and

WHEREAS, the parties desire to effectuate and confirm such assignment of the Invention pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, the parties represent covenant and agree as follows:

Assignment.

Inventors do hereby confirm Inventors' previous assignments, including pursuant to their employment by MedPharm, and do hereby sell, assign, transfer and set over unto MedPharm, its legal representatives, successors, and assigns, Inventors' entire right, title and interest in and to said Invention as set forth in the scheduled application(s), including any applications which claim priority to the scheduled application(s), any application(s) to which the scheduled application(s) claim priority, and any continuations, continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the U.S. or any foreign country, and in and to any and all patents of the United States and foreign countries which may be issued for said Invention; AND for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Inventors do hereby sell, assign, transfer and set over unto MedPharm, its legal representatives, successors, and assigns all rights to claim priority rights deriving from the Invention and scheduled application(s); all causes of action and remedies related to the Invention and scheduled application(s) (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and any and all other rights and interests arising out of, in connection with, or in relation to the Invention and scheduled application(s).

MedPharm does hereby confirm MedPharm's previous assignment, pursuant to the Master Services Assignment, and does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, MedPharm's entire right, title and interest in and to said Invention as set forth in the scheduled application(s), including any applications which claim priority to the scheduled application(s), any application(s) to which the scheduled application(s) claim priority, and any continuations, continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the U.S. or any foreign country, and in and to any and all patents of the United States and foreign countries which may be issued for said Invention; AND for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, MedPharm does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns all rights to claim priority rights deriving from the Invention and scheduled application(s); all causes of action and remedies related to the Invention and scheduled application(s) (including, without limitation, the right to sue for past, present, or future infringement, misappropriation or violation of rights related to any of the foregoing and the right to collect royalties and other payments under or on account of any of the foregoing); and any and all other rights and interests arising out of, in connection with, or in relation to the Invention and scheduled application(s).

Acceptance by Assignee. Assignee hereby accepts the rights and properties hereby assigned and transferred to it herein.

Cooperation. Inventors and MedPharm shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Assignment, and will, at any time upon request by Assignee, without further or additional consideration, but at the expense of said Assignee, execute, acknowledge and deliver such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for or obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said Invention, and in enforcing any rights or chooses in action accruing as a result of such applications or patents, by giving testimony in any and all proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits.

Binding Assignment. This Assignment shall be binding upon and inure to the benefit of each of the parties hereto, their successors and assigns.

Modification. The undersigned hereby grant(s) the firm of PEPPER HAMILTON LLP the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.


Patents Issued to Assignee. The undersigned requests that any patent(s) that may be issued for said Invention be issued to said Assignee, its legal representatives, successors or assigns, as an owner of the entire right, title, and interest in and to said patent(s) and the Invention covered thereby.

SCHEDULE A

Country	Patent Application No.	Filing Date	Title	Inventor(s)
U.S.	61/982,217	04/21/2014	Peroxide Formulations and Methods Using the Same	
U.S.	62/085,466	11/28/2014	Peroxide Formulations and Methods and Applications for Using the Same	
U.S.	14/692,665	04/21/2015	Peroxide Formulations and Methods and Applicators for Using the Same	Stuart D. Shanler; Christopher Powala; Christopher Phillips, Brian Beger, Charles Rodney Greenaway Evans; Sian Tiong Lim; Marc Barry Brown; Michael A. Botta; Thomas Nagler;
PCT	PCT/US2015/026948	04/21/2015	Peroxide Formulations and Methods and Applicators for Using the Same	Stuart D. Shanler; Christopher Powala; Christopher Phillips, Brian Beger, Charles Rodney Greenaway Evans; Sian Tiong Lim; Marc Barry Brown; Michael A. Botta; Thomas Nagler;

DOCKET NO. 139883.00210

Patent

By:  _____

Date: 16 Apr, 2015

Name: Rob Turner
Acting on behalf of Sian Tiong LIM
Title:
MEDPHARM

STATE OF _____)

) SS:

COUNTY OF Surrey)

On this ____ day of _____, 201__, before me personally appeared, _____, acting on behalf of MedPharm Limited, acting on behalf of Sian Tiong LIM, known to be the person named in and on whose behalf was executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

S E A L

Notary Public

My commission expires _____

DOCKET NO. 139883.00210

Patent

By: MBB

Date: 14 APR, 2015

Name: Marc Barry BROWN

STATE OF _____)

) SS:

COUNTY OF SURREY)

On this _____ day of _____, 201____, before me personally appeared, Marc Barry BROWN, known to be the person named in and on whose behalf was executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

S E A L

Notary Public

My commission expires _____

DOCKET NO. 139883.00210

Patent

By:  _____

Date: 14 APR, 201

Name: Charles Rodney GREENAWAY EVANS

STATE OF _____)

) SS:

COUNTY OF SURREY)

On this _____ day of _____, 201 , before me personally appeared, Charles Rodney GREENAWAY EVANS, known to be the person named in and on whose behalf was executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

S E A L

Notary Public

My commission expires _____

Date: 16th April, 2015

By: Suzanne Wood

Name: SUZANNE WOOD
Title: VP Non clinical Operations
MEDPHARM

STATE OF _____)

) SS:

COUNTY OF Surrey)

On this ____ day of _____, 201__, before me personally appeared, _____, acting on behalf of MedPharm Limited, known to be the entity named in and on whose behalf was executed the above instrument, and acknowledged to me that he/she executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

My commission expires _____