

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5194265

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
STUART D. SHANLER	08/05/2015
CHRISTOPHER POWALA	08/05/2015
CHRISTOPHER PHILLIPS	08/07/2015
BRIAN BEGER	08/10/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ACLARIS THERAPEUTICS, INC.
<b>Street Address:</b>	640 LEE ROAD
<b>Internal Address:</b>	SUITE 200
<b>City:</b>	WAYNE
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19087
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	16159894
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(412)281-0717
<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>	4124545000
<b>Email:</b>	docketingpgh@pepperlaw.com
<b>Correspondent Name:</b>	PEPPER HAMILTON LLP
<b>Address Line 1:</b>	501 GRANT STREET
<b>Address Line 2:</b>	SUITE 300
<b>Address Line 4:</b>	PITTSBURGH, PENNSYLVANIA 15219
<b>ATTORNEY DOCKET NUMBER:</b>	139883.00251
<b>NAME OF SUBMITTER:</b>	ALEXANDRA GERRISH
<b>SIGNATURE:</b>	/Alexandra Gerrish/
<b>DATE SIGNED:</b>	10/18/2018
<b>Total Attachments: 16</b>	

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## ASSIGNMENT

WHEREAS, I, Stuart D. Shanler (hereinafter "Assignor"), am an inventor of a certain new and useful invention(s) as set forth and disclosed in the patent application(s) listed in Schedule A attached hereto (hereinafter the "Invention"):

WHEREAS, Aclaris Therapeutics, Inc., having an address of 101 Lindenwood Drive, Suite 400, Malvern, PA 19355 (hereinafter "Assignee"), is desirous of acquiring Assignor's 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.

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, effective as of at least April 21, 2014, and does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, Assignor'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, Assignor 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).

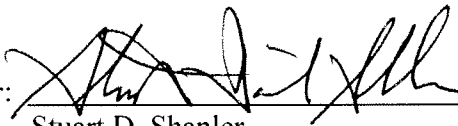
UPON SAID CONSIDERATION, Assignor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Assignment, and that Assignor will, at any time upon request, without further or additional consideration, but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for or obtaining original patents or applications, continuations, continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the U.S. or any foreign country, for said Invention, and in enforcing any rights or choses 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, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee.

The undersigned hereby grant(s) the firm of PEPPER HAMILTON LLP the power to insert on this Assignment any further identification, including the country, application

number, filing date and/or title, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or other patent office for recordation of this document; and

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

Date: 5 AUGUST, 2015

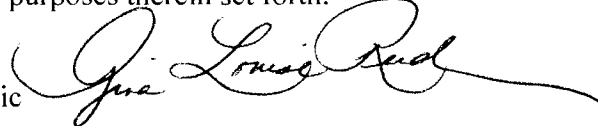
Assignor:   
Stuart D. Shanler

### ACKNOWLEDGMENT

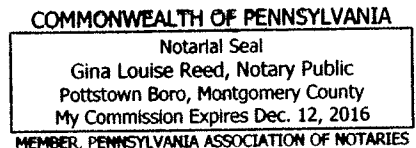
STATE OF Pennsylvania )  
 )  
COUNTY OF Chester ) SS:

On this 5<sup>th</sup> day of August, 2015, before me, a Notary Public, the undersigned officer, personally appeared Stuart D. Shanler, to me known (or satisfactorily proven) to be the person named in and who 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 12-12-2016

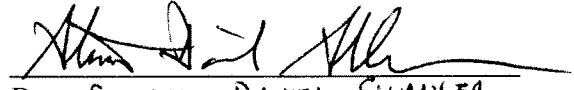


Agreed and accepted:

Aclaris Therapeutics, Inc.

Date: 5 AUGUST, 2015

Assignee:



By: STUART DANIEL SHANLER

Title: CHIEF SCIENCE OFFICER, ACLARIS THERAPEUTICS.

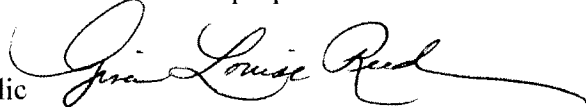
**ACKNOWLEDGMENT**STATE OF Pennsylvania )COUNTY OF Chester )

SS:

On this 5<sup>th</sup> day of August, 2015, before me, a Notary Public, the undersigned officer, personally appeared Stuart Shanler, to me known (or satisfactorily proven) to be the person named in and who 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 12-12-2016**COMMONWEALTH OF PENNSYLVANIA**

Notarial Seal

Gina Louise Reed, Notary Public  
Pottstown Boro, Montgomery County  
My Commission Expires Dec. 12, 2016

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**SCHEDULE A**

<b><u>Country</u></b>	<b><u>Application No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Title</u></b>
US	61/982,217	04/21/2014	PEROXIDE FORMULATIONS AND METHODS USING THE SAME
US	62/085,466	11/28/2014	PEROXIDE FORMULATIONS AND METHODS AND APPLICATIONS FOR USING THE SAME
US	14/692,665	04/21/2015	PEROXIDE FORMULATIONS AND METHODS AND APPLICATORS FOR USING THE SAME
WO	PCT/US2015/026948	04/21/2015	PEROXIDE FORMULATIONS AND METHODS AND APPLICATORS FOR USING THE SAME

## ASSIGNMENT

WHEREAS, I, Christopher Powala (hereinafter "Assignor"), am an inventor of a certain new and useful invention(s) as set forth and disclosed in the patent application(s) listed in **Schedule A** attached hereto (hereinafter the "Invention"):

WHEREAS, Aclaris Therapeutics, Inc., having an address of 101 Lindenwood Drive, Suite 400, Malvern, PA 19355 (hereinafter "Assignee"), is desirous of acquiring Assignor's 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.

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, effective as of at least April 21, 2014, and does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, Assignor'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, Assignor 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).

UPON SAID CONSIDERATION, Assignor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Assignment, and that Assignor will, at any time upon request, without further or additional consideration, but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for or obtaining original patents or applications, continuations, continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the U.S. or any foreign country, for said Invention, and in enforcing any rights or choses 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, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee.

The undersigned hereby grant(s) the firm of PEPPER HAMILTON LLP the power to insert on this Assignment any further identification, including the country, application

number, filing date and/or title, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or other patent office for recordation of this document; and

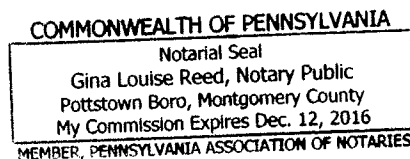
The undersigned requests that any patents that may be issued for said Invention be issued to said Assignee, its legal representatives, successors or assigns, as an owner of my entire right, title and interest in and to said patent and the Invention covered thereby.

Date: 08-05-2015Assignor:   
Christopher Powala**ACKNOWLEDGMENT**STATE OF Pennsylvania )  
COUNTY OF Chester )

SS:

On this 5<sup>th</sup> day of August, 2015, before me, a Notary Public, the undersigned officer, personally appeared Christopher Powala, to me known (or satisfactorily proven) to be the person named in and who 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 12-12-2016



Agreed and accepted:

Aclaris Therapeutics, Inc.

Date: 5 AUGUST, 2015

Assignee:

[Signature]  
By: STUART DANIEL SHAMEN  
Title: CHIEF SCIENCE OFFICER, ACLARIS THERAPEUTICS

**ACKNOWLEDGMENT**

STATE OF Pennsylvania )  
COUNTY OF Chester )

SS:

On this 5<sup>th</sup> day of August, 2015, before me, a Notary Public, the undersigned officer, personally appeared Stuart Shamen, to me known (or satisfactorily proven) to be the person named in and who 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

[Signature]My commission expires 12-12-2016**COMMONWEALTH OF PENNSYLVANIA**

Notarial Seal

Gina Louise Reed, Notary Public  
Pottstown Boro, Montgomery County  
My Commission Expires Dec. 12, 2016

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**SCHEDULE A**

<b><u>Country</u></b>	<b><u>Application No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Title</u></b>
US	61/982,217	04/21/2014	PEROXIDE FORMULATIONS AND METHODS USING THE SAME
US	62/085,466	11/28/2014	PEROXIDE FORMULATIONS AND METHODS AND APPLICATIONS FOR USING THE SAME
US	14/692,665	04/21/2015	PEROXIDE FORMULATIONS AND METHODS AND APPLICATORS FOR USING THE SAME
WO	PCT/US2015/026948	04/21/2015	PEROXIDE FORMULATIONS AND METHODS AND APPLICATORS FOR USING THE SAME

## ASSIGNMENT

WHEREAS, I, Christopher Phillips (hereinafter "Assignor"), am an inventor of a certain new and useful invention(s) as set forth and disclosed in the patent application(s) listed in **Schedule A** attached hereto (hereinafter the "Invention"):

WHEREAS, Aclaris Therapeutics, Inc., having an address of 101 Lindenwood Drive, Suite 400, Malvern, PA 19355 (hereinafter "Assignee"), is desirous of acquiring Assignor's 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.

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, effective as of at least April 21, 2014, and does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, Assignor'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, Assignor 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, misappropriate 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).

UPON SAID CONSIDERATION, Assignor shall not execute any writing or do any act whatsoever conflicting with the terms and conditions of this Assignment, and that Assignor will, at any time upon request, without further or additional consideration, but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for or obtaining original patents or applications, continuations, continuations-in-part, divisions, registrations, reissues, re-examinations or extensions thereof, whether in the U.S. or any foreign country, for said Invention, and in enforcing any rights or choses 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, it being understood that the foregoing covenant and agreement shall bind and inure to the benefit of the assigns and legal representatives of Assignor and Assignee.

The undersigned hereby grant(s) the firm of PEPPER HAMILTON LLP the power to insert on this Assignment any further identification, including the country, application

number, filing date and/or title, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or other patent office for recordation of this document; and

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

Date: 07 AUG 15

Assignor:   
Christopher Phillips

**ACKNOWLEDGMENT**

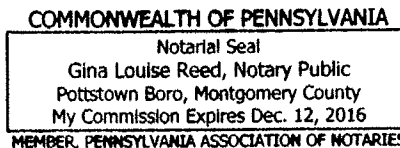
STATE OF Pennsylvania )  
COUNTY OF Chester ) SS:

On this 7<sup>th</sup> day of August, 2015, before me, a Notary Public, the undersigned officer, personally appeared Christopher Phillips, to me known (or satisfactorily proven) to be the person named in and who 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 12 - 12 - 2016



Agreed and accepted:

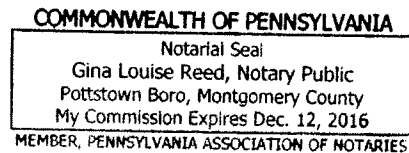
Aclaris Therapeutics, Inc.

Date: 8/10/15Assignee: [Signature]  
By: STUART DANIEL SHANLEY  
Title: CHIEF SCIENCE OFFICER, ACLARIS THERAPEUTICS**ACKNOWLEDGMENT**STATE OF Pennsylvania )  
COUNTY OF Chester ) SS:

On this 10<sup>th</sup> day of August, 2015, before me, a Notary Public, the undersigned officer, personally appeared STUART DANIEL SHANLEY, to me known (or satisfactorily proven) to be the person named in and who 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

[Signature]My commission expires 12-12-2016

**SCHEDULE A**

<b><u>Country</u></b>	<b><u>Application No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Title</u></b>
US	61/982,217	04/21/2014	PEROXIDE FORMULATIONS AND METHODS USING THE SAME
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WO	PCT/US2015/026948	04/21/2015	PEROXIDE FORMULATIONS AND METHODS AND APPLICATORS FOR USING THE SAME

## ASSIGNMENT

WHEREAS, I, Brian Beger (hereinafter "Assignor"), am an inventor of a certain new and useful invention(s) as set forth and disclosed in the patent application(s) listed in Schedule A attached hereto (hereinafter the "Invention"):

WHEREAS, Aclaris Therapeutics, Inc., having an address of 101 Lindenwood Drive, Suite 400, Malvern, PA 19355 (hereinafter "Assignee"), is desirous of acquiring Assignor's 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.

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, effective as of at least April 21, 2014, and does hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, Assignor'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, Assignor 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).

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number, filing date and/or title, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office or other patent office for recordation of this document; and

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

Date: 8/10/15

Assignor:

  
Brian Beger

**ACKNOWLEDGMENT**

STATE OF Pennsylvania )

COUNTY OF Chester )

SS:

On this 10<sup>th</sup> day of August, 20 15, before me, a Notary Public, the undersigned officer, personally appeared Brian Beger, to me known (or satisfactorily proven) to be the person named in and who 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 12-12-2016

**COMMONWEALTH OF PENNSYLVANIA**

Notarial Seal

Gina Louise Reed, Notary Public  
Pottstown Boro, Montgomery County  
My Commission Expires Dec. 12, 2016

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

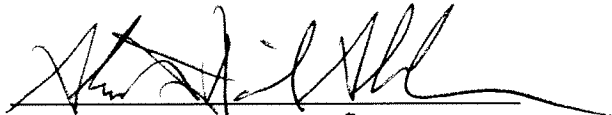


Agreed and accepted:

Aclaris Therapeutics, Inc.

Date: 8/10/15

Assignee:

  
 By: STUART DANIEL SHANLEY  
 Title: CHIEF SCIENCE OFFICER, ACLARIS THERAPEUTICS

**ACKNOWLEDGMENT**

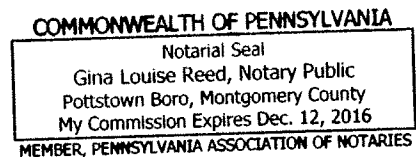
STATE OF Pennsylvania )  
 ) SS:  
 COUNTY OF Chester )

On this 10<sup>th</sup> day of August, 2015, before me, a Notary Public, the undersigned officer, personally appeared STUART DANIEL SHANLEY to me known (or satisfactorily proven) to be the person named in and who 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 12-12-2016

**SCHEDULE A**

<b><u>Country</u></b>	<b><u>Application No.</u></b>	<b><u>Filing Date</u></b>	<b><u>Title</u></b>
US	61/982,217	04/21/2014	PEROXIDE FORMULATIONS AND METHODS USING THE SAME
US	62/085,466	11/28/2014	PEROXIDE FORMULATIONS AND METHODS AND APPLICATIONS FOR USING THE SAME
US	14/692,665	04/21/2015	PEROXIDE FORMULATIONS AND METHODS AND APPLICATORS FOR USING THE SAME
WO	PCT/US2015/026948	04/21/2015	PEROXIDE FORMULATIONS AND METHODS AND APPLICATORS FOR USING THE SAME