

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6285631

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
MIDCAP FINANCIAL TRUST, AS AGENT	09/03/2020
RECEIVING PARTY DATA	
Name:	COLORESCIENCE, INC.
Street Address:	2141 PALOMAR AIRPORT ROAD, SUITE 200
City:	CARLSBAD
State/Country:	CALIFORNIA
Postal Code:	92011
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	9956163
Application Number:	15965205
Patent Number:	9139737
CORRESPONDENCE DATA	
Fax Number:	(415)693-2222
<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>	
Phone:	4156932000
Email:	crhem@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	101 CALIFORNIA STREET, 5TH FLOOR
Address Line 4:	SAN FRANCISCO, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	336703-111
NAME OF SUBMITTER:	C. RHEM
SIGNATURE:	/CR/
DATE SIGNED:	09/04/2020
Total Attachments: 7	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of September 3, 2020, between **COLORESCIENCE, INC.**, a Delaware corporation (“**Grantor**”) and **ANKURA TRUST COMPANY, LLC**, as collateral agent for Lenders (in such capacity, “**Collateral Trustee**”).

RECITALS

A. Grantor, K2 HealthVentures LLC, as administrative agent, the lender from time to time party thereto (collectively “**Lenders**”), and Collateral Trustee, as collateral agent for Lenders, are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Collateral Trustee hereby agree:

1. To secure the Obligations, Grantor grants Collateral Trustee a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Collateral Trustee to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

2141 Palomar Airport Road, Suite 200
Carlsbad, CA 92011
Attention: Steve Loomis

GRANTOR:

COLORESCIENCE, INC.

By: 

Name: STEVE P. LOOMIS
Title: CFO / COO

Address of Collateral Trustee:

140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attention: Lisa Price

COLLATERAL TRUSTEE:

ANKURA TRUST COMPANY, LLC

By: _____

Name: _____

Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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2141 Palomar Airport Road, Suite 200
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COLORESCIENCE, INC.

By _____

Name: _____

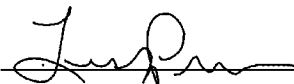
Title: _____

Address of Collateral Trustee:

140 Sherman Street, Fourth Floor
Fairfield, CT 06824
Attention: Lisa Price

COLLATERAL TRUSTEE:

ANKURA TRUST COMPANY, LLC

By:  _____

Name: Lisa Price

Title: Managing Director

EXHIBIT A
COPYRIGHTS

OWNER	DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
COLORESCIENCE, INC.	Be Aware! Compare (2005)	TX0007122398	8/21/2009
COLORESCIENCE, INC.	Be Aware! Compare (2007)	TX0007122422	8/21/2009
COLORESCIENCE, INC.	Be Aware! Compare (2008)	TX0007122444	8/21/2009
COLORESCIENCE, INC.	Be Aware! Compare (2009)	TX0007122405	8/21/2009

EXHIBIT B

PATENTS

OWNER	DESCRIPTION	PATENT (APPLICATION) NUMBER	ISSUE (APPLICATION) DATE
Colorescience, Inc.	Formulations For Lightening Skin And Treating Hyperpigmentation	9,956,163	05/01/18
Colorescience, Inc.	Skin Care Formulations	10,285,932	05/14/2019
Colorescience, Inc.	Redness Correcting Skin Care Formulations	(16/388,278)	(04/18/2019)
Colorescience, Inc.	Sunscreen Dispensing Brush And Methods Of Using Same	(17/000,976)	(08/24/2020)

EXHIBIT C
TRADEMARKS

OWNER	DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
Colorescience, Inc.	COLORESCIENCE®	4042819	10/18/11
Colorescience, Inc.	COLORESCIENCE®	4238017	11/06/12
Colorescience, Inc.	COLORESCIENCE®	2351697	05/23/00
Colorescience, Inc.	COLORESCIENCE PRO®	3874346	11/09/10
Colorescience, Inc.	SUNFORGETTABLE®	3865319	10/19/10
Colorescience, Inc.	SUNFORGETTABLE®	3643329	06/23/09
Colorescience, Inc.	SUNFORGETTABLE®	2772147	10/07/13
Colorescience, Inc.	SUNFORGETTABLE®	4365710	07/09/13
Colorescience, Inc.	MAKEUP THAT DOES MORE®	4385051	08/13/13
Colorescience, Inc.	SUNCANNY®	2510050	11/20/01
Colorescience, Inc.	COLORESSENCE®	5241712	07/11/17
Colorescience, Inc.	CORE FOUR®	5251414	07/25/17
Colorescience, Inc.	4 MINUTES TO FLAWLESS®	5266204	08/15/17
Colorescience, Inc.	DECAPLEX-10®	5251470	07/25/17
Colorescience, Inc.	CS®	5246692	07/18/17
Colorescience, Inc.	CS®	5251516	07/25/17
Colorescience, Inc.	CS®	5251476	07/25/17
Colorescience, Inc.	LUMIRA®	4993811	07/05/16
Colorescience, Inc.	LUMIRA®	4998680	07/12/16
Colorescience, Inc.	LASTING BEAUTY®	5251485	07/25/17
Colorescience, Inc.	LASTING BEAUTY®	5251486	07/25/17
Colorescience, Inc.	EVEN UP®	4998976	07/12/16
Colorescience, Inc.	EVEN UP CLINICAL PIGMENT PERFECTOR®	4999081	07/12/16
Colorescience, Inc.	COLORESCIENCE EVEN UP®	5261487	08/08/17
Colorescience, Inc.	BREAK UP WITH YOUR MAKEUP®	5459341	05/01/18
Colorescience, Inc.	TINT DU SOLEIL®	5341063	11/21/17
Colorescience, Inc.	A HIGHER STANDARD®	5396730	02/06/18

OWNER	DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
Colorescience, Inc.	A HIGHER STANDARD OF BEAUTY [®]	5392183	01/30/18
Colorescience, Inc.	FUSION OF SUNCARE, SKINCARE AND COLOR [®]	5256689	08/01/17
Colorescience, Inc.	FUSION OF SUNCARE, SKINCARE AND COLOR [®]	5256690	08/01/17
Colorescience, Inc.	SUNSTOPPABLE [®]	5407880	02/20/18
	SUNRELIABLE [®]	5475867	05/22/18
Colorescience, Inc.	COLORESCIENCE SKIN PERFECTOR [®]	5291750	09/19/17
Colorescience, Inc.	COLORESCIENCE BRUSH ON SUNSCREEN [®]	5271968	08/22/17
Colorescience, Inc.	COLORESCIENCE DAILY UV PROTECTOR [®]	5257242	08/01/17
Colorescience, Inc.	ALL CALM [®]	5397920	02/06/18
Colorescience, Inc.	COLORESCIENCE ALL CALM [®]	5397921	02/06/18
Colorescience, Inc.	BIOSOLACE [®]	5408924	02/20/18
Colorescience, Inc.	COLORESCIENCE TOTAL EYE [®]	5676147	02/12/19
Colorescience, Inc.	TOTAL EYE [®]	5676549	02/12/19
Colorescience, Inc.	ENVIROSCREEN [®]	5676571	02/12/19
Colorescience, Inc.	PEP UP [®]	5729556	04/16/19