

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Naples Center for Dermatology & Cosmetic Surgery, P.A.		12/28/2012	Professional Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Riverchase MSO, LLC		
Street Address:	191 N. Wacker Drive		
Internal Address:	Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85721760	RIVERCHASE DERMATOLOGY AND COSMETIC SURGERY	
CORRESPONDENCE DATA			
Fax Number:	3122367516		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-368-4000		
Email:	mary.wysocki@dlapiper.com		
Correspondent Name:	Gina L. Durham		
Address Line 1:	P. O. Box 64807		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
NAME OF SUBMITTER:	Gina L. Durham		
Signature:	/ginadurham/		
Date:	01/11/2013		

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**Total Attachments: 5**

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DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT is made effective as of December 28, 2012 by and between:

1. Naples Center for Dermatology & Cosmetic Surgery, P.A., a professional corporation incorporated under the laws of the State of Florida with an address of 204 San Mateo Drive, Bonita Springs, Florida 34134 (the "Assignor"); and
2. Riverchase MSO, LLC, a limited liability company formed under the laws of the State of Delaware with an address of c/o Prairie Capital, 191 N. Wacker, Suite 800, Chicago, Illinois 60606 (the "Assignee").

WHEREAS

- A. The Assignor, Assignee and the principals named therein entered into a certain Asset Purchase Agreement (the "APA") dated as of the date hereof which conveyed from Assignor to Assignee all rights, title and interests in and to the trademark applications detailed in the Schedule attached hereto, which Schedule is incorporated by reference into this Deed (the "Trademarks").
- B. The APA included and conveyed the goodwill associated with the Trademarks, together with that portion of Assignor's business in connection with which it has a *bona fide* intent to use the Trademarks, to the Assignee.
- C. Assignor and Assignee execute this Deed for the sole purpose of confirming and memorializing such assignment, and making said assignment of record in the U.S. Patent and Trademark Office.

IT IS AGREED as follows:

1. For good and valuable consideration set forth in the APA, the receipt and sufficiency of which is acknowledged, the Assignor hereby assigns to the Assignee the Trademarks, and all of the Assignor's right title and interest in and to the Trademarks together with that portion of Assignor's business in connection with which it has a *bona fide* intent to use the Trademarks, including the goodwill in the Trademarks, including any rights that have accrued, or may in the future accrue, to the Assignor in relation to infringements of the Trademarks occurring prior to the date of this Deed.
2. The Assignor agrees to take all steps, execute and deliver to Assignee all further documents and do everything reasonably required by the Assignee to:
  - a. Give effect to the assignment of the Trademarks and of the Assignor's right, title and interest in and to the Trademarks; and

- b. Record this Deed with appropriate governmental authorities.
3. This Deed shall be governed by the laws of the State of Delaware.
4. This Deed may be executed in multiple counterparts (including by means of telecopied or electronically transmitted signature pages) all of which taken together shall constitute one and the same agreement. In pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one set of such counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Deed to be duly executed by their respective duly authorized representatives, such Deed to be effective as of the date first written above.

Naples Center for Dermatology & Cosmetic Surgery, P.A.

BY: \_\_\_\_\_

Name: Andrew T. Jaffe, M.D.

Title: President

Riverchase MSO, LLC

BY: \_\_\_\_\_

Name: Sean McNally

Title: Vice President and Secretary

*[Signature Page to Deed of Assignment]*

**TRADEMARK**  
**REEL: 004941 FRAME: 0578**

IN WITNESS WHEREOF, the parties hereto have caused this Deed to be duly executed by their respective duly authorized representatives, such Deed to be effective as of the date first written above.

Naples Center for Dermatology & Cosmetic Surgery, P.A.

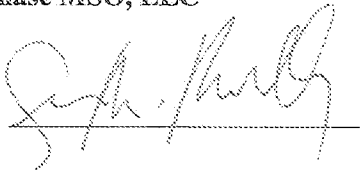
BY: \_\_\_\_\_

Name: Andrew T. Jaffe, M.D.

Title: President

Riverchase MSO, LLC

BY: \_\_\_\_\_



Name: Sean McNally

Title: Vice President and Secretary

*[Signature Page to Deed of Assignment]*

**TRADEMARK**  
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SCHEDULE

ASSIGNED TRADEMARKS

Trademark application for "Riverchase Dermatology and Cosmetic Surgery" filed with the U.S. Patent and Trademark Office on September 6, 2012, serial no. 85/721,760.

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**RECORDED: 01/11/2013**

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