

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Square 1 Bank		12/30/2010	CORPORATION:
RECEIVING PARTY DATA			
Name:	Turnaround, Inc.		
Street Address:	3415 A. Street NW		
City:	Gig Harbor		
State/Country:	WASHINGTON		
Postal Code:	98335		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3231707	CALIDORA	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-798-6705		
Email:	pltrademarks@klgates.com		
Correspondent Name:	Christine B. Redfield		
Address Line 1:	925 4th Ave. Ste. 2900		
Address Line 4:	Seattle, WASHINGTON 98104-1158		
NAME OF SUBMITTER:	Christine B. Redfield		
Signature:	/Christine B. Redfield/		
Date:	07/25/2013		
Total Attachments: 13			

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KING COUNTY
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IN THE SUPERIOR COURT OF WASHINGTON
FOR THE COUNTY OF KING

In the Receivership of:)	
)	
CALIDORA SKIN CLINICS, INC., a)	NO. 10-2-37935-5 SEA
Delaware corporation.)	
)	
)	ORDER CONFIRMING SALE OF ASSETS
)	FREE AND CLEAR OF LIENS;
)	ASSUMPTION AND ASSIGNMENT OF
)	LEASES AND CONTRACTS; AND
)	ADDITIONAL RELIEF
)	

THIS MATTER CAME on before the court on shortened time on the motion (the "*Sales Motion*") of the court-appointed general receiver Turnaround, Inc. ("*Receiver*") for an order confirming the sale of substantially all of the assets of Calidora Skin Clinics, Inc. a Delaware corporation ("*Calidora*"), as set forth in the Declaration of Miles R. Stover ("*Stover Decl.*") and that certain Restated Asset Purchase Agreement (the "*APA*"), by and among Receiver, Calidora, and Seattle Clinics Holdings, LLC ("*SCH*") and Santa Monica Clinics Holdings, LLC ("*SMCH*") (SCH and SMCH collectively the "*Purchaser*").

ORDER CONFIRMING SALE - 1
#780720 v1 / 40535-004

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1 NOW THEREFORE, the court having considered the Sales Motion, the Stover Decl.,
2 filed objections (if any), the APA and finding that notice was adequate under the
3 circumstances, the Court makes the following findings of fact and conclusions of law¹:

4
5 A. Calidora and Receiver executed a valid Assignment for the Benefit of Creditors
6 (“ABC”) pursuant to RCW § 7.08 *et seq.* on October 28, 2010.

7
8 B. A petition for appointment of Receiver as the general receiver of the assets of Calidora
9 was filed with this Court on October 29, 2010; such petition gave this Court jurisdiction over
10 the proceedings herein pursuant to RCW § 7.60 *et seq.*

11
12 C. Proper, timely, adequate and sufficient notice of the Sale Motion, and the Sale has
13 been provided; such notice was good and sufficient, and appropriate under the particular
14 circumstances, and no other or further notice of the Sale Motion, and the Sale, or the entry of
15 this Sale Order is required.

16
17 D. A reasonable opportunity to object or be heard with respect to the Sale Motion and the
18 relief requested therein has been afforded to all interested persons and entities.

19
20 E. Calidora marketed the Acquired Assets prior to the appointment of Receiver.
21 Following its appointment, the Receiver reviewed the sales and marketing efforts conducted
22 by Calidora and has satisfied itself that the Proposed Sale represents the best possible return
23 for the Acquired Assets and as such it is in the best interest of the creditors of Calidora’s
24 receivership estate.

25
26 F. The Purchase Price in the APA is the highest and best offer for the Acquired Assets.
27 The consideration to be paid by the Purchaser under the APA constitutes reasonably

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1 Capitalized terms used herein and not otherwise defined have the meanings given to them in the

1 equivalent value for the Acquired Assets and the other consideration being offered by
2 Calidora under the APA.

3 G. The APA reflects the exercise of Receiver's sound business judgment and has been
4 executed in good faith.

5 H. Approval at this time of the APA and consummation of the Sale, is in the best interests
6 of Calidora and its creditors and estate.

7 I. The APA was negotiated, proposed and entered into by the Receiver and the Purchaser
8 without collusion, in good faith, and from arm's-length bargaining positions. Neither the
9 Receiver nor the Purchaser has engaged in any conduct that would cause or permit the APA or
10 the Sale to be avoided under Washington State Law.

11 J. The Purchaser is a good faith Purchaser within the meaning of RCW § 7.60.260(5)
12 and, as such, is entitled to all of the protections afforded thereby. The Purchaser will be acting
13 in good faith in closing the transactions contemplated by the APA. The APA was not entered
14 into for the purpose of hindering, delaying or defrauding creditors under the laws of the
15 United States or any state, territory, possession or district thereof.

16 K. The terms and conditions of the APA and the Purchase Price thereunder (i) are fair and
17 reasonable, (ii) represent the highest and best offer for the Acquired Assets, (iii) will provide a
18 greater recovery for Calidora's creditors than would be provided by any other practical
19 alternative and (iv) constitute fair consideration.

20 L. The Receiver may sell the Acquired Assets free and clear of all liens, claims, interests
21 and other encumbrances of any kind or nature whatsoever because Washington law authorizes
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28 APA.

1 a general receiver to sell property free and clear of liens "whether or not the sale will generate
2 proceeds sufficient to fully satisfy all claims secured by the property." See RCW 7.60.260.
3
4 The interests of creditors with liens, claims, interests, and encumbrances of any kind or nature
5 whatsoever in the Acquired Assets are adequately protected, because such liens, claims, and
6 encumbrances shall attach to the proceeds of the sale of the Acquired Assets to the same
7 extent (and in the same priority and subject to the same limitations) as such liens, claims, and
8 encumbrances attached to the Acquired Assets immediately before the Sale. Those creditors
9 with liens, claims, and encumbrances of any kind or nature whatsoever in the Acquired Assets
10 who did not object, or who withdrew their objections, to the Sale are deemed to have
11 consented to such Sale.
12

13 M. The transfer of the Acquired Assets to the Purchaser will vest the Purchaser with good
14 and marketable title to the Acquired Assets, free and clear of any liens, claims and other
15 encumbrances.
16

17 N. Consummation of the Sale, including, without limitation, the transfer of the Acquired
18 Assets to the Purchaser will not subject the Purchaser to any debts, liabilities, obligations,
19 commitments, responsibilities or claims of any kind or nature whatsoever, whether known or
20 unknown, contingent or otherwise, existing as of the date hereof or hereafter arising, of or
21 against Calidora, any affiliate of Calidora, or any other person by reason of such transfers and
22 assignments, including, without limitation, based on any theory of antitrust or successor or
23 transferee liability, except that the Purchaser shall only be liable for payment of the liabilities
24 assumed in the APA.
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1 O. The Purchaser will not consummate the Sale and other transactions contemplated
2 thereby if the Sale of the Acquired Assets to the Purchaser is not free and clear of all liens,
3 claims, and encumbrances or if the Purchaser would, or in the future could, be liable for any
4 liens, claims, and encumbrances of any kind or nature whatsoever.
5

6 P. To the extent any of the foregoing findings of fact constitute conclusions of
7 law, they are adopted as such.
8

9 **IT HEREBY IS ORDERED, ADJUDGED AND DECREED** as follows:

10 1. The Sale Motion is granted in all respects. All objections to the Sale
11 Motion, including any declarations opposing such motion, relating to those matters
12 necessary for approval of the such motion, and entry of this Sale Order, if any, that have
13 not been withdrawn, waived or settled are hereby overruled on the merits. All persons and
14 entities given notice of the Sale Motion that failed to timely object thereto are deemed to
15 consent to the relief sought therein.
16

17 2. The APA and the transactions contemplated thereby, including, without
18 limitation, the Sale, are hereby approved in all respects. Receiver has good and valid title
19 to the Acquired Assets and the transfer of the Acquired Assets by Receiver to the Purchaser
20 shall be a legal, valid and effective transfer of the Acquired Assets, free and clear of any
21 liens, claims and other encumbrances. The Closing of the Sale and the other transactions
22 contemplated thereby are hereby approved and authorized under Washington law.
23

24 3. Pursuant to RCW § 7.60.260, the Receiver is authorized to and shall sell,
25 and Purchaser shall buy, the Acquired Assets on the terms and conditions set forth in the
26 APA free and clear of all liens, claims, and encumbrances of any kind or nature, whether
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1 incurred voluntarily or arising by operation of law, in the United States or elsewhere, and
2 all debts arising in any way in connection with any acts of Calidora, claims, obligations,
3 liabilities, demands, guaranties, options, rights, contractual commitments, restrictions,
4 interests and matters of any kind and nature, arising prior to the Closing Date or relating to
5 acts occurring prior to the Closing Date, whether imposed by agreement, understanding,
6 law, equity or otherwise and whether known or unknown, disclosed or undisclosed,
7 absolute, contingent, inchoate, fixed or otherwise (the foregoing are collectively referred to
8 as "*Claims*" herein), other than Claims that are expressly assumed by Purchaser in the
9 APA. Any liens, claims, and encumbrances that encumber or are found to encumber or
10 purport to encumber the Acquired Assets shall be transferred to and attach to the net
11 proceeds of the Sale under the APA (after the payments specified herein) to the same extent
12 and in the same priority that they encumbered the Acquired Assets.
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16 4. In furtherance of the foregoing and except for Claims that Purchaser is
17 expressly assuming in the APA, Purchaser is not assuming nor shall it in any way
18 whatsoever be liable or responsible, as a successor or otherwise, for any liens, claims, and
19 encumbrances, or Claims of Calidora or liens, claims, and encumbrances, or Claims in any
20 way whatsoever relating to or arising from the Acquired Assets or Calidora's operations or
21 use of the Acquired Assets, on or prior to the Closing Date or any liens, claims, and
22 encumbrances, or Claims that in any way whatsoever relate to periods on or prior to the
23 Closing Date or are to be observed, paid, discharged or performed on or prior to the
24 Closing Date (in each case, including any liens, claims, and encumbrances, or Claims that
25 result from, relate to or arise out of tort or other product liability claims, in the United
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1 States or elsewhere), or any liens, claims, and encumbrances, or Claims calculable by
2 reference to Calidora or its assets or operations, or relating to continuing conditions
3 existing on or prior to the Closing Date, which liens, claims, and encumbrances, and
4 Claims are hereby extinguished insofar as they may give rise to successor liability, without
5 regard to whether the claimant asserting any such liens, claims, and encumbrances, or
6 Claims has delivered to Purchaser a release thereof. Without limiting the generality of the
7 foregoing, Purchaser shall not be liable or responsible, as a successor or otherwise, for
8 liens, claims, and encumbrances, and Claims, whether calculable by reference to Calidora
9 or its operations, or under or in connection with (i) any employment or labor agreements,
10 consulting agreements, severance arrangements, change-in-control agreements or other
11 similar agreements to which Calidora is a party, (ii) any pension, welfare, compensation or
12 other employee benefit plans, agreements, practices and programs, including, without
13 limitation, any pension plan of one of Calidora or an Affiliate, (iii) the cessation of any of
14 Calidora's, operations, dismissal of employees, or termination of employment or labor
15 agreements or pension, welfare, compensation or other employee benefit plans, agreements,
16 practices and programs, obligations that might otherwise arise from or pursuant to the
17 Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standard
18 Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment
19 Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, the
20 Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Worker
21 Adjustment and Retraining Notification Act, or any such similar regulation in the United
22 States or elsewhere, (iv) workmen's compensation, occupational disease or unemployment
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1 or temporary disability insurance claims, (v) environmental liabilities, debts, claims or
2 obligations arising from conditions first existing on or prior to Closing (including, without
3 limitation, the presence of hazardous, toxic, polluting, or contamination substances or
4 wastes), which may be asserted on any basis, including, without limitation, under the
5 Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.
6 §9601 *et seq.*, (vi) any bulk sales or similar law, (vii) any liabilities, debts, commitments or
7 obligations of, or required to be paid by, Calidora for any taxes of any kind for any period,
8 (viii) any liabilities, debts, commitments or obligations for any taxes relating to the
9 operations or Acquired Assets for or applicable to any pre-Closing tax period, including
10 any property taxes, (ix) any liabilities, debts, commitments or obligations for any transfer
11 or similar taxes, (x) any litigation, and (xi) any products liability or similar claims, whether
12 pursuant to any federal laws or otherwise.
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16 5. The recitation, in the immediately preceding paragraph of this Sale Order, of
17 specific agreements, plans or statutes is not intended, and shall not be construed, to limit
18 the generality of the categories of liens, claims, and encumbrances, and Claims referred to
19 therein.
20

21 6. All parties holding liens, claims, and encumbrances, or Claims of any kind
22 or nature whatsoever against or in Calidora, or the Acquired Assets (whether legal or
23 equitable, secured or unsecured, matured or unmatured, contingent or non-contingent,
24 senior or subordinated), arising under or out of, in connection with, or in any way relating
25 to, Calidora, the Acquired Assets, the operation of Calidora's businesses prior to the
26 Closing Date, or the transfer of the Acquired Assets to the Purchaser, hereby are forever
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1 barred, estopped, and permanently enjoined from asserting such persons' or entities' liens,
2 claims, and encumbrances, or Claims against the Purchaser, its successors or assigns,
3 property, or assets, whether or not a party asserting any such liens, claims, and
4 encumbrances, or Claim has delivered to Purchaser a release thereof.
5

6 7. In the absence of a stay pending appeal, if the Purchaser and the Receiver
7 elect to close under the APA at any time after entry of this Order, then, with respect to the
8 Sale, the Purchaser, as a Purchaser in good faith, shall be entitled to the protections of
9 RCW § 7.60.260(5) if this Sale Order or any authorization contained herein is reversed or
10 modified on appeal.
11

12 8. In the event that any person or entity that has filed statements or other
13 documents or agreements evidencing liens, claims, and encumbrances on the Acquired
14 Assets has not delivered in escrow to the Receiver's counsel prior to the Closing, in proper
15 form for filing and executed by the appropriate parties, termination statements, instruments
16 of satisfactions, releases of liens, claims, and encumbrances, which such person or entity
17 has with respect to the Acquired Assets, each of the Receiver or the Purchaser, on behalf of
18 Calidora, is, after Closing and payment of the Purchase Price, as provided for in the APA,
19 authorized and directed to execute and file or record such statements, instruments, releases,
20 and other documents on behalf of the person or entity with respect to the Acquired Assets.
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23 9. All entities that are presently, or on the Closing Date may be, in possession
24 of some or all of the Acquired Assets are hereby directed to surrender possession of said
25 assets to the Purchaser on the Closing Date.
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1 10. The Receiver is authorized to execute, acknowledge and deliver such deeds,
2 assignments, conveyances, and other assurances, documents, and instruments of transfer
3 and take such other action that may be reasonably necessary to perform the terms and
4 provisions of the APA, and shall take any other action for purposes of assigning,
5 transferring, granting, conveying, and confirming to the Purchaser, or reducing to
6 possession, any or all of the Acquired Assets and to execute such nonmaterial amendments
7 to the APA and related agreements as may be required to effectuate the letter and intent of
8 the APA and the consummation of the Sale to the extent contemplated by the APA.
9

10
11 11. To the extent stamp, documentary, sales and/or other transfer taxes are
12 payable, such taxes shall be paid by the by the party that is customarily responsible for
13 payment of such taxes in transactions of this nature.
14

15 12. At or after the Closing, the Receiver is authorized to pay any expenses or
16 costs that are required to be paid in order to consummate the Sale or perform its obligations
17 under the APA.
18

19 13. Subject to the provisions of the APA, this Court retains jurisdiction to (i)
20 enforce and implement the terms and provisions of the APA, all amendments thereto, any
21 waivers and consents thereunder, and each of the agreements executed in connection
22 therewith, (ii) compel delivery of the Acquired Assets to the Purchaser, (iii) compel
23 delivery of the Purchase Price and all adjustments to the Purchase Price under the APA,
24 (iv) resolve any disputes, controversies or claims arising out of or relating to the APA, (v)
25 interpret, implement and enforce the provisions of this Sale Order and (vi) protect the
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1 Purchaser against any claims, causes of action or other liabilities of whatever nature that it
2 did not expressly assume under the APA.

3
4 14. The provisions of this Sale Order authorizing the Receiver to enter into the
5 APA and authorizing the transactions contemplated thereby shall be self-executing, and
6 neither the Receiver nor the Purchaser shall be required to execute or file any releases,
7 termination statements, assignments, consents or other instruments in order to effectuate
8 consummation to implement the foregoing provisions hereof except as expressly provided in
9 the APA. Notwithstanding the foregoing, the Receiver, Purchaser and all other parties are
10 authorized and directed to take any and all actions necessary and appropriate to effectuate,
11 consummate and implement fully the APA consistent with their obligations under the APA.
12

13 15. This Sale Order is binding upon and inures to the benefit of any successors
14 or assigns of the Receiver or the Purchaser.
15

16 16. This Sale Order is and shall be (i) effective as a determination that, on the
17 Closing Date and after consummation of the Closing and payment of the Purchase Price as
18 provided for herein, all liens, claims, and encumbrances, and Claims existing as to the
19 Acquired Assets prior to the Closing have been unconditionally released, discharged and
20 terminated as charges against the Acquired Assets and/or the Purchaser (but not as against
21 any other person or entity or the proceeds of the Sale, to which the liens, claims, and
22 encumbrances, attach as previously provided, or as against Calidora's estate, to which
23 Claims remain assertable), and that the conveyance of the Acquired Assets described herein
24 have been effected, and (ii) binding upon and shall govern the acts of all entities, including,
25 without limitation, all filing agents, filing officers, title agents, title companies, recorders of
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1 mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or
2 other intellectual property, administrative agencies, governmental departments, secretaries
3 of state, federal, state, and local officials and all other persons and entities who may be
4 required by operation of law, the duties of their office, or contract, to accept, file, register
5 or otherwise record or release any documents or instruments, or who may be required to
6 report or insure any title or state of title in or to any of the Acquired Assets.
7

8 17. The provisions of this Sale Order and the APA are non-severable and
9 mutually dependent.
10

11 18. The APA and any related agreements, documents or other instruments may
12 be modified, amended or supplemented by the parties thereto in accordance with the terms
13 thereof without further order of the Court, provided that any such modification, amendment
14 or supplement is not material and has been provided to any committee in a timely manner
15 for review and comment.
16

17 19. The SCH Assumed Leases are assumed and assigned to separate, wholly
18 owned limited liability companies of SCH and the SCH Assumed Contracts are assigned to
19 SCH, all as provided in the Sale Motion and APA. The SMCH Assumed Leases are
20 assumed and assigned to SMCH and the SMCH Assumed Contracts are assigned to SMCH,
21 all as provided in the Sale Motion and APA.
22

23 DONE IN OPEN COURT this ^{DEC 30 2010} day of December, 2010.
24

25 **JOAN ALLISON**
26 _____
27 JUDGE/COURT COMMISSIONER
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Presented by:

By: /s/ Stephen S. McKay
Diana K. Carey, WSBA #16239
Stephen S. McKay, WSBA #42046
Of Karr Tuttle Campbell
Attorneys for Receiver Turnaround, Inc.

ORDER CONFIRMING SALE - 13
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