

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304656

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dermatology Associates of Wisconsin, S.C.		05/10/2014	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Forefront Management Holdings, LLC		
<b>Street Address:</b>	801 York Street		
<b>City:</b>	Manitowoc		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54220		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4454782	FOREFRONT DERMATOLOGY	
<b>Registration Number:</b>	4454786	FD FOREFRONT DERMATOLOGY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3032912400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3032912323		
<b>Email:</b>	bzhang@perkinscoie.com		
<b>Correspondent Name:</b>	Alexander Garcia of Perkins Coie LLP		
<b>Address Line 1:</b>	1900 Sixteenth Street, Suite 1400		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	112882.0002		
<b>NAME OF SUBMITTER:</b>	Alexander Garcia of Perkins Coie LLP		
<b>SIGNATURE:</b>	/Alexander Garcia/		
<b>DATE SIGNED:</b>	05/15/2014		
<b>Total Attachments: 11</b>			
source=IP Assignment Agreement - DAW to Holdings#page1.tif			
source=IP Assignment Agreement - DAW to Holdings#page2.tif			
source=IP Assignment Agreement - DAW to Holdings#page3.tif			
source=IP Assignment Agreement - DAW to Holdings#page4.tif			

OP \$65.00 4454782

TRADEMARK

source=IP Assignment Agreement - DAW to Holdings#page5.tif  
source=IP Assignment Agreement - DAW to Holdings#page6.tif  
source=IP Assignment Agreement - DAW to Holdings#page7.tif  
source=IP Assignment Agreement - DAW to Holdings#page8.tif  
source=IP Assignment Agreement - DAW to Holdings#page9.tif  
source=IP Assignment Agreement - DAW to Holdings#page10.tif  
source=IP Assignment Agreement - DAW to Holdings#page11.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”), dated as of May 10, 2014 (the “Effective Date”), is made by and between Dermatology Associates of Wisconsin, S.C., a Wisconsin service corporation (“Assignor”), and Forefront Management Holdings, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor and Assignee, together with Forefront Management, LLC, a Delaware limited liability company, are parties to that certain Contribution Agreement, dated as of May 10, 2014 (the “Contribution Agreement”), pursuant to which Assignor is transferring, assigning and delivering to Assignee the Contributed Assets, including the DAW Intellectual Property Rights.

WHEREAS, capitalized terms used and not defined in this Assignment shall have the respective meanings ascribed to them in the Contribution Agreement.

NOW, THEREFORE, in exchange for the consideration set forth in the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

“Business” means dermatology medical practice and other dermatology-related businesses (including pathology, spa and other ancillary services performed for medical patients or others).

“DAW Intellectual Property Rights” means all Intellectual Property Rights owned by Assignor or used by Assignor in connection with the Business, including all DAW Registrations and Intellectual Property Rights in and to DAW Technology.

“DAW Registrations” means all patents, patent applications, registered marks and copyrights, applications for mark and copyright registrations, domain names, registered design rights, and other forms of registered Intellectual Property Rights and applications therefor, owned by or exclusively licensed to Assignor.

“DAW Technology” means any and all Technology owned by Assignor or otherwise used in connection with the Business.

“Intellectual Property Rights” means the entire right, title, and interest in and to all proprietary rights of every kind and nature however denominated, throughout the world, including (a) patents, patent applications, industrial designs, industrial design applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, reviews and reexaminations in connection therewith, copyrights, mask work rights, confidential information, trade secrets, database rights, and all other proprietary rights in Technology, (b) trademarks, trade names, service marks, service names, brands, trade dress and logos, and all other indicia of origin, all applications, registrations, and renewals in connection therewith, and the goodwill and activities associated therewith, (c) domain names, rights of privacy and publicity, and moral rights, including all rights of authorship, use, publication, reproduction, distribution, performance transformation, moral rights and rights of ownership of copyrightable works, (d) any and all registrations, applications, recordings, licenses, common-law rights, and contractual rights relating to any of the foregoing, and (e) all rights of privacy and publicity, including rights to the use of names, likenesses, images, voices, signatures and

biographical information of real persons, as well as all Actions and rights to sue at law or in equity for any past or future infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom, and all rights to obtain renewals, continuations, divisions, or other extensions of legal protections pertaining thereto.

“Technology” means all inventions, works, discoveries, innovations, know-how, information (including ideas, research and development, formulas, algorithms, compositions, processes and techniques, data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, graphics, illustrations, artwork, documentation, and manuals), databases, computer software, firmware, computer hardware, integrated circuits and integrated circuit masks, electronic, electrical, and mechanical equipment, and all other forms of technology, including improvements, modifications, works in process, derivatives, or changes, whether tangible or intangible, embodied in any form, whether or not protectable or protected by patent, copyright, mask work right, trade secret law, or otherwise, and all documents and other materials recording any of the foregoing.

2. Assignment. Assignor hereby irrevocably assigns, transfers and conveys to Assignee, its successors, assigns, and legal representatives, all right, title and interest in and to all DAW Intellectual Property Rights in perpetuity, including the assets listed on Exhibits A and B, and Assignor acknowledges that Assignee owns and will own all such existing and future right, title and interest in and to the DAW Intellectual Property Rights, including, without limitation, the right to claim priority rights deriving from any of the foregoing and the right to sue for, settle and release past, present and future infringement of any of the foregoing. Without limiting the foregoing, Assignor acknowledges that Assignee may use, sell, license, translate, copy, duplicate, record, broadcast, distribute, perform, display, add to, subtract from, arrange, rearrange, revise, modify, change, adapt and otherwise exploit the DAW Intellectual Property Rights and any derivative works thereof in Assignee’s sole and absolute discretion.

3. Further Assurances. Assignor will, at its own cost and expense, promptly execute, acknowledge and deliver to Assignee all additional instruments or documents that Assignee determines at any time to be necessary to complete the timely transfer of the DAW Intellectual Property Rights to Assignee, including without limitation, the Trademark Assignments set forth in *Schedule 1* and *Schedule 2* to this Assignment. Furthermore, Assignor will, at Assignee’s request, cost and expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and other applications, make all assignments and rightful oaths, and generally do everything possible to aid Assignee, its successors, assigns and nominees to obtain and enforce proper protection for the DAW Intellectual Property Rights in all countries. Assignor will not execute any agreements inconsistent with the foregoing. Without limiting the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor’s agent and attorney-in-fact to act for and on its behalf and instead of Assignor, to execute and file any documents, applications or related filings and to do all other lawfully permitted acts in furtherance of the purposes set forth above in this paragraph, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations, or other rights in connection with such DAW Intellectual Property Rights and improvements thereto with the same legal force and effect as if executed by Assignor.

4. Domain Names. Assignor will, at its own cost and expense, promptly and properly complete and submit in accordance with the applicable domain name transfer procedures, to the registrar for each of the domain names that are owned by Assignor or used by Assignor in connection with the Business, any and all instructions necessary to transfer ownership as registrant of the domain names to Assignee and covenants, agrees and undertakes to take all steps as may be reasonably necessary to effect such assignment and transfer, including executing applicable domain name registrar transfer agreements

or documents, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable, all without further compensation to the Assignor.

5. Assignor's Transfer of Documentation and Information Relating to the DAW Intellectual Property Rights. Commencing on and immediately following the Effective Date, Assignor will provide to Assignee all existing documentation and information in Assignor's possession or control that relates to the DAW Intellectual Property Rights (and to the extent information relating to the DAW Intellectual Property Rights is not in a medium that is reasonably transferable to Assignee on the date hereof, Assignor will promptly record such information in a reasonably suitable form and furnish such information to Assignee).

6. Waiver of Moral Rights. Assignor hereby irrevocably waives (and has caused all employees and contractors to waive) all rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the DAW Intellectual Property Rights and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable law.

7. Irrevocable and Binding Assignment. Assignor does not have the right to: (a) rescind any of the rights or waivers granted herein; (b) enjoin, restrain or otherwise hinder Assignee's exercise of any of the rights granted herein; or (c) enjoin, restrain or otherwise hinder, by court order or otherwise, the manufacture, use, sale, offer for sale, importation, marketing, license, translation, copying, duplication, recording, broadcasting, distribution, performance, display, addition to, subtraction from, arrangement, rearrangement, revision, modification, change, adaptation or other exploitation of the DAW Intellectual Property Rights and any derivative works thereof.

8. Entire Agreement; Amendments. This Assignment, and any documents, Exhibits, Schedules, instruments, or certificates referred to herein or delivered in connection herewith, and the Contribution Agreement constitute the entire agreement between Assignor and Assignee with respect to the subject matter hereof and supersede any and all prior discussions, negotiations, proposals, undertakings, understandings, and agreements (including any draft agreements) with respect thereto, whether written or oral, none of which shall be used as evidence of the parties' intent. In the event of a conflict between the terms of the Contribution Agreement and this Assignment, the Contribution Agreement will control.

9. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party, it being understood that all parties hereto need not sign the same counterpart. This Assignment may be executed by facsimile or .pdf signature by any party hereto and such signature shall be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

10. Governing Law. Each party to this Assignment, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware for the purpose of any Action between the parties hereto arising in whole or in part under or in connection with this Assignment, the Contemplated Transactions, or the negotiation, terms or performance hereof, (b) hereby waives to the extent not prohibited by applicable Laws, and agrees not to assert, by way of motion, as a defense or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named court, that venue in such court is improper, that its property is exempt or immune from

attachment or execution, that any such Action brought in the above-named court should be dismissed on grounds of forum non conveniens or improper venue, that such Action should be transferred or removed to any court other than the above-named court, that such Action should be stayed by reason of the pendency of some other Action in any other court other than the above-named court or that this Assignment or the subject matter hereof may not be enforced in or by such court, and (c) hereby agrees not to commence or prosecute any such Action other than before the above-named court. Notwithstanding the foregoing, a party hereto may commence any Action in a court other than the above-named court solely for the purpose of enforcing an order or judgment issued by the above-named court.

11. Interpretation. Except as otherwise explicitly specified to the contrary, (a) references to a Section, Article, Exhibit or Schedule means a Section or Article of, or Exhibit or Schedule to, this Assignment, unless another agreement is specified, (b) the word “including” shall be construed as “including without limitation”, (c) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case as amended or otherwise modified from time to time, (d) words in the singular or plural form include the plural and singular form, respectively, (e) words expressed in the masculine shall include the feminine and neuter genders and vice versa, (f) the word “will” shall have the same meaning as the word “shall”, (g) the word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends and shall not simply mean “if”, (h) references to “day” or “days” in the lower case means calendar days, (i) the words “hereof”, “herein”, “hereto”, and “hereunder”, and words of similar import, shall refer to this Assignment as a whole and not any particular provisions of this Assignment, (j) references to dollars or “\$” are to United States dollars, and (k) references to a particular Person include such Person’s successors and assigns to the extent not prohibited by this Assignment. IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

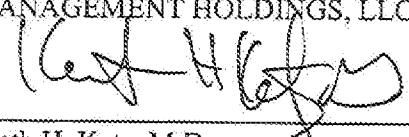
**ASSIGNOR:**

DERMATOLOGY ASSOCIATES OF WISCONSIN, S.C.

By:   
Name: Kenneth H. Katz, M.D.  
Title: President

**ASSIGNEE:**

FOREFRONT MANAGEMENT HOLDINGS, LLC


By:   
Name: Kenneth H. Katz, M.D.  
Title: President

TRADEMARK

REEL: 005280 FRAME: 0970

## Exhibit A



### 1. Federally Registered Trademarks

Mark	Registration No.	Serial No.	Country	Current Status
FOREFRONT DERMATOLOGY	4,454,782	85928473	U.S.	LIVE
	4,454,786	85928506	U.S.	LIVE

### 2. State Trademark Registrations

Mark	Filing Date	State	Current Status
DERMATOLOGY ASSOCIATES OF WISCONSIN	March 26, 2014	Wisconsin	LIVE

### 3. Unregistered Trademarks

Mark


<i>Compassion » Access » Results » Excellence</i>
YOUR SKIN HEALTH SPECIALISTS

### 4. Unregistered Tradenames

Tradenname
Forefront Dermatology
Dermatology Associates of Wisconsin



**Exhibit B**

**Domain Names**

<b>Domain Name</b>	<b>Expiration Date</b>	<b>Registrant Organization</b>
dermwisconsin	03/02/2015	Dermatology Associates of Wisconsin SC

**Schedule 1**

**Confirmatory Trademark Assignment**

**Dated May 10, 2014**

WHEREAS, Dermatology Associates of Wisconsin, S.C., a Wisconsin service corporation ("Assignor"), is the owner of record of the trademarks and trademark applications described on *Schedule 1-A* hereto (the "Trademarks"); and

WHEREAS, by separate instruments, dated as of May 10, 2014, Assignor assigned, sold, transferred, conveyed and delivered to Forefront Management Holdings, LLC ("Assignee") all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill associated with the business to which the Trademarks pertain.

WHEREAS this assignment document is being executed to confirm in writing the earlier transfer of the Trademarks.

NOW THEREFORE, for the consideration set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

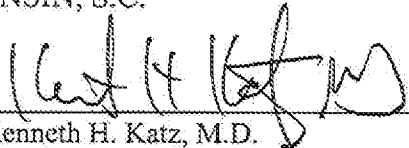
1. Assignor hereby confirms having sold, transferred, conveyed, assigned, and set over, unto Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks, including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademarks, in the United States of America and all foreign countries, together with all of the goodwill of Assignor's business to which the Trademarks pertain and symbolized by the Trademarks, all common law and statutory rights related thereto, all rights of renewal and extension, and the right to sue and recover for damages and profits for past, present, and future infringements thereof.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the owner of any and all of Assignor's rights in the Trademarks and to issue to Assignee any and all trademark registrations and service mark registrations resulting from said trademark applications and service mark applications, or any renewals of said registrations.

*[Remainder of Page Intentionally Left Blank.]*


IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment effective as of the date shown above.

DERMATOLOGY ASSOCIATES OF  
WISCONSIN, S.C.

By:   
Name: Kenneth H. Katz, M.D.  
Title: President

**Schedule 1-A**

**Trademarks**

<b>Mark</b>	<b>Registration No.</b>	<b>Serial No.</b>	<b>Country</b>	<b>Current Status</b>
FOREFRONT DERMATOLOGY	4,454,782	85928473	U.S.	LIVE
	4,454,786	85928506	U.S.	LIVE

**Schedule 2**

**Wisconsin Trademark Assignment**