

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318143

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steven K. Grekin, D.O., P.C.		07/07/2014	Professional Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	ADCS Clinics, LLC		
Street Address:	151 Southhall Lane, Suite 300		
City:	Maitland		
State/Country:	FLORIDA		
Postal Code:	32751		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4325015	BEDSIDE MEDICAL GROUP	
Registration Number:	4328832	BEDSIDE DERMATOLOGY CO.	
Registration Number:	2646450	FIZZ-IT	
Registration Number:	2419867	GREKIN SKIN INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	CHICAGO, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	342663-73		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	09/26/2014		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 7, 2014 (the "Effective Date"), by and among Steven K. Grekin, D.O., P.C. ("Assignor"), and ADCS Clinics, LLC ("Assignee"). Assignor and Assignee are referred to herein individually as "Party" and collectively as "Parties".

WHEREAS, the Parties are parties to that certain Asset Purchase Agreement of even date herewith by and among Assignor, Assignee and the other parties thereto (the "Purchase Agreement"); and

WHEREAS, Assignor owns all rights, title and interest in and to the trademarks, service marks, and logos identified on Schedule 1 (the "Marks"); and

WHEREAS, in connection with the Purchase Agreement, the Parties desire to enter into this Assignment for the purposes of assigning all of Assignor's rights, title and interests in the Marks and all goodwill related to or symbolized by such Marks from Assignor to Assignee and record such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agrees as follows:

1. Assignor hereby transfers, conveys, assigns, sets over and delivers to Assignee, and Assignee hereby accepts, all rights, title, and interests in and to the Marks, throughout the world, together with the goodwill of the business symbolized by the Marks, including without limitation, any extensions and renewals of the Marks, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for past, present and future infringement of or improper activities regarding the Marks, the right to assume any licenses connected with the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. At any time on or after the Effective Date, Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances and take or cause to be taken such actions as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Marks and all legal equivalents as may be known or accessible to Assignor. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document necessary to give effect to the assignment of the Marks to Assignee hereunder, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

3. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

4. This Assignment (together with the Purchase Agreement and the other agreements incorporated thereby) constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements and understandings (including term sheets), both written and oral, between the Parties, or either of them, with respect to the subject matter hereof. This Assignment may be amended, modified or supplemented only by a written agreement signed by Assignor and Assignee.

5. This Assignment is absolute, exclusive and irrevocable.


6. In the event of any dispute under this Assignment, this Assignment will be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

7. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Signature Page(s) and Schedule to Follow this Page.]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

Assignor: STEVEN K. GREKIN, D.O., P.C.

By: 
Name: Steven K. Grekin, D.O.
Title: President
Date: _____

Assignee: ADCS CLINICS, LLC

By: _____
Name: David Morell
Title: President
Date: _____

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

Assignor: STEVEN K. GREKIN, D.O., P.C.



By: _____
Name: Steven K. Grekin, D.O.
Title: President
Date: _____

Assignee: ADCS CLINICS, LLC

By: _____
Name: David Morell
Title: President
Date: _____

Schedule 1

U.S. Trademarks

Owner	Mark	Serial No. Reg. No.	Filing Date Reg. Date	Status
Steven K. Grekin	BEDSIDE DERMATOLOGY CO. and Design 	85348221 4328832	Jun. 16, 2011 Apr. 30, 2013	Registered
Steven K. Grekin	BEDSIDE MEDICAL GROUP and Design 	85349368 4325015	Jun. 17, 2011 Apr. 23, 2013	Registered
Grekin, Steven	FIZZ-IT	75938775 2646450	Mar. 07, 2000 Nov. 05, 2002	Renewed
Grekin, Steven	GREKIN SKIN INSTITUTE	75617686 2419867	Jan. 08, 1999 Jan. 09, 2001	Renewed

Material Unregistered Trademark

Owner	Mark	Serial No.	Filing Date	Status
Grekin, Steven	FACE BY GREKIN	75457271	Mar. 26, 1998	Abandoned