

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM333675

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Osmotics Corporation		02/01/2015	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Osmotics, LLC		
<b>Street Address:</b>	1444 Wazee Street		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85565777	O OSMOTICS COSMECEUTICALS	
<b>Serial Number:</b>	74523053	OSMOTICS	
<b>Serial Number:</b>	75374209	BLUE COPPER	
<b>Serial Number:</b>	86060933	BLUE COPPER 5 PRIME	
<b>Serial Number:</b>	77745921	UNMAKEUP	
<b>Serial Number:</b>	78767877	EYE SURGERY	
<b>Serial Number:</b>	78235334	LIPODUCTION	
<b>Serial Number:</b>	86176672	LIPOFILL NON-SURGICAL FILLER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8008611894		
<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>			
<b>Phone:</b>	215.981.4513		
<b>Email:</b>	frankenb@pepperlaw.com		
<b>Correspondent Name:</b>	Beth Frankenfield / Pepper Hamilton LLP		
<b>Address Line 1:</b>	18th and Arch Streets		
<b>Address Line 2:</b>	3000 Two Logan Square		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	999938.30005 (PRE)		
<b>NAME OF SUBMITTER:</b>	Beth A. Frankenfield		

OP \$215.00 85565777

<b>SIGNATURE:</b>	/Beth A Frankenfield/
<b>DATE SIGNED:</b>	03/02/2015
<b>Total Attachments: 6</b> source=Osmotics - IP Assignment Agreement - EXECUTED#page1.tif source=Osmotics - IP Assignment Agreement - EXECUTED#page2.tif source=Osmotics - IP Assignment Agreement - EXECUTED#page3.tif source=Osmotics - IP Assignment Agreement - EXECUTED#page4.tif source=Osmotics - IP Assignment Agreement - EXECUTED#page5.tif source=Osmotics - IP Assignment Agreement - EXECUTED#page6.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment") is dated as of February 1, 2015, by and between Osmotics Corporation, a Colorado corporation ("Assignor"), and Osmotics, LLC, a Delaware limited liability company ("Assignee").

### BACKGROUND

Pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of February 3, 2015, by and among the Assignor and the Assignee, and the other Seller Parties named therein, Assignor agreed to sell, convey, assign, transfer and deliver to Assignee its entire right, title and interest in and to all of the Seller Intellectual Property, as well as Intellectual Property rights licensed to Assignor, including but not limited to the Intellectual Property set forth on Schedule 1 attached hereto (the "Acquired Intellectual Property").

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

### COPYRIGHTS

1. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, in accordance with the Purchase Agreement, all right, title and interest, in and to the Copyrights included in the Acquired Intellectual Property, including but not limited to those listed on Schedule 1, including but not limited to renewal rights therein, the right to obtain registrations of such copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

### TRADEMARKS

2. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, in accordance with the Purchase Agreement, all right, title and interest in and to the Trademarks included in the Acquired Intellectual Property, including but not limited to those listed on Schedule 1, together with the goodwill of the business that is symbolized by such Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of such Trademarks throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

## PATENTS

3. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, in accordance with the Purchase Agreement, all right, title and interest in and to the Patents included in the Acquired Intellectual Property, including but not limited to those listed on Schedule 1, including but not limited to rights in any divisional, continuation, continuation-in-part, reexamination, or reissue thereof, the right to obtain patent or equivalent protection therein throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

## TRADE SECRETS

4. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, in accordance with the Purchase Agreement, all right, title and interest in and to the trade secrets of Assignor, including, but not limited to the right to sue and recover any and all damages and profits or seek injunctive relief, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

## FURTHER UNDERTAKINGS

5. Each party hereto shall, from time to time, but without further consideration, cooperate with the other party in any reasonable action requested of such party in order to effectuate, carry out or fulfill such parties' intent and/or the obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Acquired Intellectual Property with, for example, the United States Patent and Trademark Office; it being understood that no party hereto, nor any of its respective Affiliates, shall be required to expend money, commence any litigation or offer or grant any accommodation (financial or otherwise) to any third party in connection with this Section 5.

## GENERAL

6. Entire Agreement. This IP Assignment and the Purchase Agreement contain the entire agreement of the parties hereto with respect to the subject matter of this IP Assignment. No prior agreement or understanding pertaining to any such matter shall be effective. Neither the making nor the acceptance of this IP Assignment or of any other instrument or document of sale, transfer, assignment, conveyance, acquisition or acceptance as to any particular item of Acquired Intellectual Property shall restrict, impair, reduce, expand or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms of the Purchase Agreement including, without limitation, the representations and warranties and other provisions contained therein.

7. Binding Assignment. This IP Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns.

8. No Amendment. This IP Assignment may not be amended, modified or supplemented except by an instrument in writing signed by, or on behalf of, the parties hereto.

9. Governing Law. This IP Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts executed in and to be performed in that state without giving effect to any choice or conflict of law provision or rule that would cause the application of the law of any jurisdiction other than the State of New York.

10. Severability. If any provision of this IP Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

11. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

12. Counterparts; Execution by Electronic Delivery. This IP Assignment may be executed in two (2) or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or by portable document format (.pdf) shall be treated as though such reproductions are executed originals.

13. Other Agreements. This IP Assignment shall be subject to the terms and conditions of the Purchase Agreement. In the event of any conflict between the provisions of this IP Assignment and the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

*[remainder of this page was intentionally left blank; signature pages to follow]*

IN WITNESS WHEREOF, each of the parties has hereunto caused this IP Assignment Agreement to be duly executed as of the date first above written.

ASSIGNOR:

OSMOTICS CORPORATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*RS*  
*Robert Salamon*  
*Chairman*

ASSIGNEE:

OSMOTICS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to IP Assignment Agreement]*

IN WITNESS WHEREOF, each of the parties has hereto caused this IP Assignment Agreement to be duly executed as of the date first above written.

ASSIGNOR:

OSMOTICS CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

OSMOTICS, LLC

By: Scott S. Johnson  
Name: Scott S. Johnson  
Title: Chairman

*[Signature Page to IP Assignment Agreement]*

TRADEMARK

REEL: 005469 FRAME: 0046

## SCHEDULE 1

### Copyrights

None.

### Trademarks

Word Mark	Region	Company Name	Registration Date	Serial Number
Osmotics	USA	Osmotics Corporation	8/8/1995 (Renewed 8/13/2014)	74523053
Osmotics (O) Logo	USA	Osmotics Corporation	10/29/2013	85565777
Current	USA	Osmotics Corporation	10/25/2015	78767877
Eye Surgery	USA	Osmotics Corporation	3/19/2013	77745921
Unmakeup	USA	Osmotics Corporation	11/19/2010	75374209
Blue Copper	USA	Osmotics Corporation	8/19/2014	86060933
Blue Copper 5 Prime	USA	Osmotics Corporation	1/27/2014	86176672
LipoFill Non-Surgical Filler	USA	Osmotics Corporation	4/8/2003	78235334
Lipoduction	USA	Osmotics Corporation	12/8/1998	348144
Osmotics	EC	Osmotics Corporation	12/1/2013	4019960026581
Osmotics	KR	Osmotics Corporation	1/22/2014	4019960026587
Osmotics (O) Logo	KR	Osmotics Corporation	1/22/2014	4019960026586

### Patents

1. United States Patent no. 5968533 issued for Skin care compositions and methods on October 19, 1999