

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350960

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zel Skin & Laser Specialists, LLC		07/31/2015	LIMITED LIABILITY COMPANY: MINNESOTA
RECEIVING PARTY DATA			
Name:	United Skin Specialists LLC		
Street Address:	4100 W. 50th Street		
City:	Edina		
State/Country:	MINNESOTA		
Postal Code:	55424		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3678924	ZEL SKIN & LASER SPECIALISTS	
Registration Number:	3682409	ZEL SKIN & LASER SPECIALISTS DERMATOLOGI	
CORRESPONDENCE DATA			
Fax Number:	6123713207		
<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:	612-371-3501		
Email:	tmg@lindquist.com		
Correspondent Name:	Marilyn J. Hargens		
Address Line 1:	80 South Eighth Street		
Address Line 2:	4200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	519508.0006		
NAME OF SUBMITTER:	Marilyn J. Hargens		
SIGNATURE:	/Marilyn Hargens/		
DATE SIGNED:	08/10/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of July 31, 2015, is made by Zel Skin & Laser Specialists, LLC, a Minnesota limited liability company ("Assignor"), in favor of United Skin Specialists LLC, a Delaware limited liability company ("Assignee"), pursuant to a Securities Purchase Agreement, dated as of July 31, 2015, by and among Assignee, Bayview Capital Partners III LP, a Delaware limited partnership, CEG Dermatology Holdings, LLC, a Minnesota limited liability company, Assignor, Skin Specialists, Ltd., a Minnesota professional corporation, and Brian Zelickson, M.D. (the "Purchase Agreement").

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and, if applicable, the Minnesota Secretary of State;

NOW THEREFORE, the Parties agree as follows:

1. Assignment For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - (a) The trademark registrations and any trademark applications, including those set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
 - (b) All rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (c) Any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) Any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and, when applicable, the officials of corresponding entities or agencies in any state to record and register this

Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

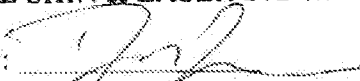
5. Successors and Assigns This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

* * * * *

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

ZEL SKIN & LASER SPECIALISTS, LLC

By: 
Name: Bryan Zelickson
Its: CEO

Address for Notices:
4100 W 50th Street
Edina, MN 55424

UNITED SKIN SPECIALISTS LLC

By: 
Name: Paul Zelickson
Its: CEO

Address for Notices:
4100 W 50th Street
Edina, MN 55424

[Signature Page to Trademark Assignment]

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS

Trademark identified as Zel Skin & Laser Specialists, with serial number 77610857, US Registration number 3678924, and Registration Date of September 8, 2009.

Trademark identified as Zel Skin & Laser Specialists Dermatologist Directed and Design, with serial number 77610874, US Registration number 3682409, and Registration Date of September 15, 2009.

Trademark identified as Skintelligent, with application number 78608344, MN Registration number 26779702, and Registration Date of January 16, 2008.

Trademark identified as Zel, with application number 78638168, MN Registration number 30094482, and Registration Date of September 17, 2008.

Trademark identified as Zel Skin & Laser Specialists, with application number 78638136, MN Registration number 29897732, and Registration Date of September 2, 2008.