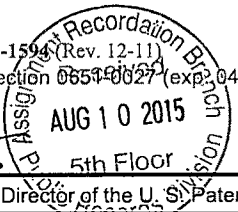


08/10/2015



103673079



8/10/15

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Astanza Laser, L.L.C.

- Individual(s)
 - Partnership
 - Corporation- State: _____
 - Other limited liability company
- Citizenship (see guidelines) Texas

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 26, 2015

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Astanza Holdings, LLC

Street Address: 6118 Goliad Avenue

City: Dallas

State: Texas

Country: USA Zip: 75214

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other, LLC Citizenship Texas

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

No. 4656051

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

"Eternity"

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: M. Troy Murrell

Internal Address: _____

Street Address: 3710 Rawlins St.
Suite 950

City: Dallas

State: TX Zip: 75219

Phone Number: 214-615-7928

Docket Number: _____

Email Address: tmurrell@keyharrington.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name: 015 KNGUYEN1 00000026 4656051

Aug. 5, 2015

40.00 OP
100.00 OP

9. Signature: Troy Murrell

Signature

M. Troy Murrell
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 17

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ATTACHMENT TO PTO FORM 1594

**Assignment from Astanza Laser, LLC
To
Astanza Holdings, LLC**

Continuation of #4.B. and 4.C.

<u>B. Number</u>	<u>C. Identification</u>
No. 3950279	“Trinity”
No. 3908042	“Astanza”
No. 3908043	“Duality”
No. 4568688	“Revolution”

TRADEMARK ASSIGNMENT-"ETERNITY"

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between ASTANZA LASER LLC, a Texas limited liability company having offices at 1770 Saint James Place, Suite 505, Houston, Texas 77056 ("Assignor"), and ASTANZA HOLDINGS, LLC, a Texas limited liability company having offices at 6118 Goliad Avenue, Dallas, Texas 75214 ("Assignee").

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") wherein Assignee is purchasing certain assets of the Assignor, including, but not limited to the Trademark (as herein defined); and

WHEREAS, this Assignment relates to the trademark and the corresponding registration for the mark "Eternity", filed on May 2, 2014 under Registration No. 4656051 with a registration date of December 16, 2014 (the "Trademark"); and

WHEREAS, Assignee desires to acquire all Assignor's right, title and interest in and to the Trademark;

NOW, THEREFORE, for good and valuable consideration stated in the Asset Purchase Agreement, the receipt and sufficiency of which are acknowledged, the parties hereby agree as set forth below.

1. **Assignment** – Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, and interest of Assignor in and to the Trademark in the United States and any applicable jurisdictions outside the United States, together with the goodwill of Assignor's business connected with and symbolized by the Trademark (including, without limitation, any right to renew any registrations included in the Trademark, any right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, any priority right that may arise from the Trademark and any right to recover any damages for past infringement), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.
2. **Additional Rights and Obligations of the Parties.** Assignor and Assignee hereby agree and acknowledge that this Assignment is being entered into and delivered pursuant to and subject to the terms and conditions set forth in the Asset Purchase Agreement, that additional rights and obligations of the parties are expressly provided for therein, and that the execution and delivery of this Assignment shall not impair, diminish, or expand any of the rights or obligations of any of the parties to the Asset Purchase Agreement, as set forth therein. In the event of a conflict between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.
3. **Recordation** – Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registration of

the Trademark to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment.

4. **Execution**- This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment – Astanza as of the 26 day of June, 2015.

ASSIGNOR:

ASTANZA LASER LLC

By: [Signature]
Ryan N. Lambert, President

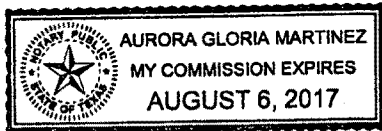
STATE OF TEXAS

COUNTY OF HARRIS

Before me, a Notary Public in and for the State of Texas, personally appeared RYAN N. LAMBERT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as President as the act of Astanza Laser LLC, a Texas limited liability company, for the purposes and consideration therein expressed.

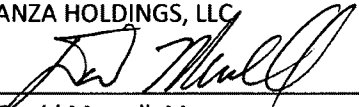
Given under my hand and seal of office this 26 day of June, 2015.

[Signature]
Notary Public, State of Texas
My commission expires: _____



ASSIGNEE:

ASTANZA HOLDINGS, LLC

By: 
David Murrell, Manager

STATE OF TEXAS

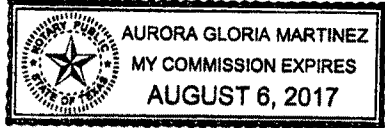
COUNTY OF Harris

Before me, a Notary Public in and for the State of Texas, personally appeared DAVID MURRELL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Manager as the act of Astanza Holdings, LLC, a Texas limited liability company, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of June, 2015.



Notary Public, State of Texas
My commission expires: _____



TRADEMARK ASSIGNMENT-"TRINITY"

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between ASTANZA LASER LLC, a Texas limited liability company having offices at 1770 Saint James Place, Suite 505, Houston, Texas 77056 ("Assignor"), and ASTANZA HOLDINGS, LLC, a Texas limited liability company having offices at 6118 Goliad Avenue, Dallas, Texas 75214 ("Assignee").

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") wherein Assignee is purchasing certain assets of the Assignor, including, but not limited to the Trademark (as herein defined); and

WHEREAS, this Assignment relates to the trademark and the corresponding registration for the mark "Trinity", filed on June 11, 2010 under Registration No. 3950276 with a registration date of April 26, 2011 (the "Trademark"); and

WHEREAS, Assignee desires to acquire all Assignor's right, title and interest in and to the Trademark;

NOW, THEREFORE, for good and valuable consideration stated in the Asset Purchase Agreement, the receipt and sufficiency of which are acknowledged, the parties hereby agree as set forth below.

1. **Assignment** – Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, and interest of Assignor in and to the Trademark in the United States and any applicable jurisdictions outside the United States, together with the goodwill of Assignor's business connected with and symbolized by the Trademark (including, without limitation, any right to renew any registrations included in the Trademark, any right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, any priority right that may arise from the Trademark and any right to recover any damages for past infringement), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.
2. **Additional Rights and Obligations of the Parties**. Assignor and Assignee hereby agree and acknowledge that this Assignment is being entered into and delivered pursuant to and subject to the terms and conditions set forth in the Asset Purchase Agreement, that additional rights and obligations of the parties are expressly provided for therein, and that the execution and delivery of this Assignment shall not impair, diminish, or expand any of the rights or obligations of any of the parties to the Asset Purchase Agreement, as set forth therein. In the event of a conflict between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.
3. **Recordation** – Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registration of

the Trademark to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment.

4. **Execution**- This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment – Astanza as of the 26 day of June, 2015.

ASSIGNOR:

ASTANZA LASER LLC

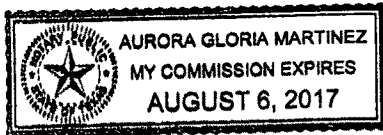
By: [Signature]
Ryan N. Lambert, President

STATE OF TEXAS

COUNTY OF Harris

Before me, a Notary Public in and for the State of Texas, personally appeared RYAN N. LAMBERT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as President as the act of Astanza Laser LLC, a Texas limited liability company, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of June, 2015.



[Signature]
Notary Public, State of Texas
My commission expires: _____

ASSIGNEE:

ASTANZA HOLDINGS, LLC

By: *David Murrell*
David Murrell, Manager

STATE OF TEXAS

COUNTY OF Harris

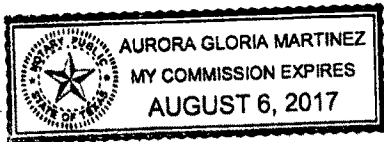
Before me, a Notary Public in and for the State of Texas, personally appeared DAVID MURRELL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Manager as the act of Astanza Holdings, LLC, a Texas limited liability company, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of June, 2015.

Aurora Gloria Martinez

Notary Public, State of Texas

My commission expires: _____



TRADEMARK ASSIGNMENT-ASTANZA

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between ASTANZA LASER LLC, a Texas limited liability company having offices at 1770 Saint James Place, Suite 505, Houston, Texas 77056 ("Assignor"), and ASTANZA HOLDINGS, LLC, a Texas limited liability company having offices at 6118 Goliad Avenue, Dallas, Texas 75214 ("Assignee").

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") wherein Assignee is purchasing certain assets of the Assignor, including, but not limited to the Trademark (as herein defined); and

WHEREAS, this Assignment relates to the trademark and the corresponding registration for the mark "Astanza", filed on June 11, 2010 under Registration No. 3908042 with a registration date of January 18, 2011 (the "Trademark"); and

WHEREAS, Assignee desires to acquire all Assignor's right, title and interest in and to the Trademark;

NOW, THEREFORE, for good and valuable consideration stated in the Asset Purchase Agreement, the receipt and sufficiency of which are acknowledged, the parties hereby agree as set forth below.

1. **Assignment** – Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, and interest of Assignor in and to the Trademark in the United States and any applicable jurisdictions outside the United States, together with the goodwill of Assignor's business connected with and symbolized by the Trademark (including, without limitation, any right to renew any registrations included in the Trademark, any right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, any priority right that may arise from the Trademark and any right to recover any damages for past infringement), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.
2. **Additional Rights and Obligations of the Parties**. Assignor and Assignee hereby agree and acknowledge that this Assignment is being entered into and delivered pursuant to and subject to the terms and conditions set forth in the Asset Purchase Agreement, that additional rights and obligations of the parties are expressly provided for therein, and that the execution and delivery of this Assignment shall not impair, diminish, or expand any of the rights or obligations of any of the parties to the Asset Purchase Agreement, as set forth therein. In the event of a conflict between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.
3. **Recordation** – Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registration of

the Trademark to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment.

4. **Execution**- This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment – Astanza as of the 20th day of June, 2015.

ASSIGNOR:

ASTANZA LASER LLC

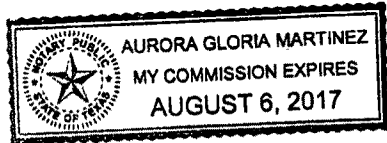
By: [Signature]
Ryan N. Lambert, President

STATE OF TEXAS

COUNTY OF Harris

Before me, a Notary Public in and for the State of Texas, personally appeared RYAN N. LAMBERT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as President as the act of Astanza Laser LLC, a Texas limited liability company, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20 day of June, 2015.



[Signature]
Notary Public, State of Texas
My commission expires: _____

ASSIGNEE:

ASTANZA HOLDINGS, LLC

By: *David Murrell*
David Murrell, Manager

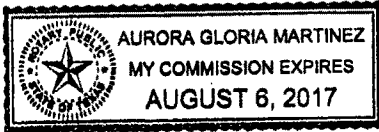
STATE OF TEXAS

COUNTY OF Harris

Before me, a Notary Public in and for the State of Texas, personally appeared DAVID MURRELL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Manager as the act of Astanza Holdings, LLC, a Texas limited liability company, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of June, 2015.

Aurora Gloria Martinez
Notary Public, State of Texas
My commission expires: _____



TRADEMARK ASSIGNMENT-"DUALITY"

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between ASTANZA LASER LLC, a Texas limited liability company having offices at 1770 Saint James Place, Suite 505, Houston, Texas 77056 ("Assignor"), and ASTANZA HOLDINGS, LLC, a Texas limited liability company having offices at 6118 Goliad Avenue, Dallas, Texas 75214 ("Assignee").

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") wherein Assignee is purchasing certain assets of the Assignor, including, but not limited to the Trademark (as herein defined); and

WHEREAS, this Assignment relates to the trademark and the corresponding registration for the mark "Duality", filed on June 11, 2010 under Registration No. 3908043 with a registration date of January 18, 2011 (the "Trademark"); and

WHEREAS, Assignee desires to acquire all Assignor's right, title and interest in and to the Trademark;

NOW, THEREFORE, for good and valuable consideration stated in the Asset Purchase Agreement, the receipt and sufficiency of which are acknowledged, the parties hereby agree as set forth below.

1. **Assignment** – Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, and interest of Assignor in and to the Trademark in the United States and any applicable jurisdictions outside the United States, together with the goodwill of Assignor's business connected with and symbolized by the Trademark (including, without limitation, any right to renew any registrations included in the Trademark, any right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, any priority right that may arise from the Trademark and any right to recover any damages for past infringement), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.
2. **Additional Rights and Obligations of the Parties**. Assignor and Assignee hereby agree and acknowledge that this Assignment is being entered into and delivered pursuant to and subject to the terms and conditions set forth in the Asset Purchase Agreement, that additional rights and obligations of the parties are expressly provided for therein, and that the execution and delivery of this Assignment shall not impair, diminish, or expand any of the rights or obligations of any of the parties to the Asset Purchase Agreement, as set forth therein. In the event of a conflict between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.
3. **Recordation** – Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registration of

the Trademark to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment.

4. **Execution**- This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment – Astanza as of the 24 day of June, 2015.

ASSIGNOR:

ASTANZA LASER LLC

By: [Signature]
Ryan N. Lambert, President

STATE OF TEXAS

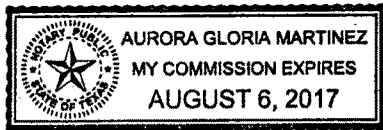
COUNTY OF HARRIS

Before me, a Notary Public in and for the State of Texas, personally appeared RYAN N. LAMBERT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as President as the act of Astanza Laser LLC, a Texas limited liability company, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of June, 2015.

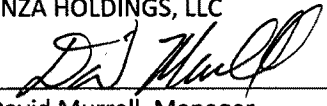
[Signature]

Notary Public, State of Texas
My commission expires: _____



ASSIGNEE:

ASTANZA HOLDINGS, LLC

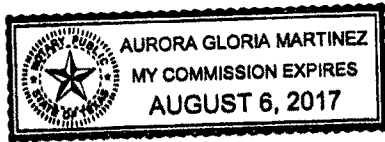
By: 
David Murrell, Manager

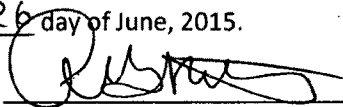
STATE OF TEXAS

COUNTY OF HARRIS

Before me, a Notary Public in and for the State of Texas, personally appeared DAVID MURRELL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Manager as the act of Astanza Holdings, LLC, a Texas limited liability company, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of June, 2015.




Notary Public, State of Texas
My commission expires: _____

TRADEMARK ASSIGNMENT-"REVOLUTION"

THIS TRADEMARK ASSIGNMENT ("Assignment") is by and between ASTANZA LASER LLC, a Texas limited liability company having offices at 1770 Saint James Place, Suite 505, Houston, Texas 77056 ("Assignor"), and ASTANZA HOLDINGS, LLC, a Texas limited liability company having offices at 6118 Goliad Avenue, Dallas, Texas 75214 ("Assignee").

WHEREAS, contemporaneous with the execution of this Assignment, Assignor and Assignee have entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") wherein Assignee is purchasing certain assets of the Assignor, including, but not limited to the Trademark (as herein defined); and

WHEREAS, this Assignment relates to the trademark and the corresponding registration for the mark "Revolution", filed on January 16, 2012 under Registration No. 4568688 with a registration date of July 15, 2014 (the "Trademark"); and

WHEREAS, Assignee desires to acquire all Assignor's right, title and interest in and to the Trademark;

NOW, THEREFORE, for good and valuable consideration stated in the Asset Purchase Agreement, the receipt and sufficiency of which are acknowledged, the parties hereby agree as set forth below.

1. **Assignment** – Assignor hereby sells, assigns, transfers and conveys to Assignee the entire right, title, and interest of Assignor in and to the Trademark in the United States and any applicable jurisdictions outside the United States, together with the goodwill of Assignor's business connected with and symbolized by the Trademark (including, without limitation, any right to renew any registrations included in the Trademark, any right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, any priority right that may arise from the Trademark and any right to recover any damages for past infringement), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.
2. **Additional Rights and Obligations of the Parties**. Assignor and Assignee hereby agree and acknowledge that this Assignment is being entered into and delivered pursuant to and subject to the terms and conditions set forth in the Asset Purchase Agreement, that additional rights and obligations of the parties are expressly provided for therein, and that the execution and delivery of this Assignment shall not impair, diminish, or expand any of the rights or obligations of any of the parties to the Asset Purchase Agreement, as set forth therein. In the event of a conflict between the terms of this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.
3. **Recordation** – Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registration of

the Trademark to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment.

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IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment – Astanza as of the 26 day of June, 2015.

ASSIGNOR:

ASTANZA LASER LLC

By: _____

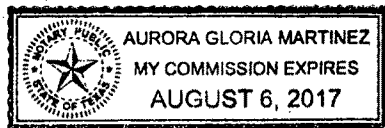
Ryan N. Lambert, President

STATE OF TEXAS

COUNTY OF Harris

Before me, a Notary Public in and for the State of Texas, personally appeared RYAN N. LAMBERT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as President as the act of Astanza Laser LLC, a Texas limited liability company, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of June, 2015.

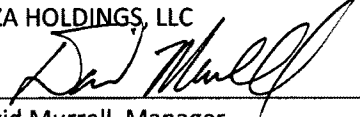


Notary Public, State of Texas

My commission expires: _____

ASSIGNEE:

ASTANZA HOLDINGS, LLC

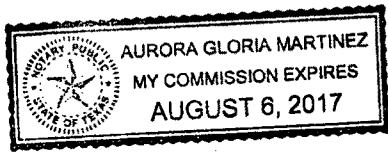
By: 
David Murrell, Manager

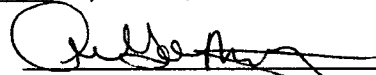
STATE OF TEXAS

COUNTY OF HARRIS

Before me, a Notary Public in and for the State of Texas, personally appeared DAVID MURRELL, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as Manager as the act of Astanza Holdings, LLC, a Texas limited liability company, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 26 day of June, 2015.




Notary Public, State of Texas
My commission expires: _____