

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM363558

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dermatology Solutions Group, LLC		04/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	QualDerm Partners, LLC		
Street Address:	5203 Maryland Way		
Internal Address:	Suite 200		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86584666	QUALDERM	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	6158508741		
Email:	robert.felber@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	511 Union Street		
Address Line 2:	Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	030468.53739 QUALDERM		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
SIGNATURE:	/Robert P. Felber, Jr./		
DATE SIGNED:	11/24/2015		
Total Attachments: 10			
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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (the "Agreement"), dated as of April 30, 2015, is made and entered into by and between Dermatology Solutions Group, LLC, a Delaware limited liability company (the "Company"), and QualDerm Partners, LLC, a newly formed Delaware limited liability company and wholly-owned subsidiary of the Company ("NewCo").

WITNESSETH

WHEREAS, in connection with and immediately prior to the transactions contemplated by the Unit Purchase and Sale and Redemption Agreement, dated as of the date hereof, by and among the Company and the other signatories party thereto (the "Purchase Agreement"), the Company desires to contribute the Contribution (as defined below) to NewCo, and NewCo desires to accept the Contribution; and

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and NewCo hereby agree as follows:

AGREEMENT

1. Contribution. Immediately prior to the Closing (as defined in the Purchase Agreement), the Company shall contribute to NewCo: (i) all of its Equity Interests (as defined in the Purchase Agreement) in DSG of North Carolina, LLC ("DSGNC"); (ii) each contract with DSGNC or The Skin Surgery Center, P.A. to which the Company is party, including those contracts set forth on Schedule 1, subject to the prior assignment or other contractually permissible transfer of each such contract, (iii) the Brentwood back office assets, including the assets set forth on Schedule 2, but specifically excluding the assets set forth on Schedule 3 and (iv) the operational intellectual property (which, for the purposes of this paragraph, shall be deemed to consist of trade-names, trade-secrets, know-how, policies and procedures, copyrights and other similar assets) relating to the business to be conducted by NewCo immediately following the Closing, but excluding operational intellectual property unrelated to the business to be conducted by NewCo immediately following the Closing; provided, that with respect to this clause (iv) the parties expressly agree that, following the Closing, both the Company and NewCo shall have the continued right to use the operational intellectual property which has been developed prior to the date hereof and as is reasonably necessary to conduct the business of the Company or NewCo, as applicable, in the ordinary course of business (the "Contribution").

2. Acceptance. NewCo hereby accepts the Contribution from the Company.

3. No Issuance of Additional Equity Interests in NewCo. No Equity Interests in NewCo or other consideration shall be issued or otherwise provided by NewCo to the Company in connection with the Contribution.

4. Further Assurances. From and after the date hereof, the Company and NewCo shall take any and all actions as may be necessary or desirable to perform and evidence the transactions provided for herein.

5. Third Party Beneficiaries. Jon R. Ward, M.D., Michael A. Stickler, M.D., and GCD Holdings, LLC, a Florida limited liability company, are express third party beneficiaries of this Agreement.

6. Governing Law. This Agreement, the rights of the parties hereunder, and all claims arising in whole or in part out of, related to, based upon, or in connection herewith or the subject matter hereof or the transactions contemplated hereby (whether sounding in contract, tort, statute or otherwise) will be governed by and construed and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Section 8.9 of the Purchase Agreement is incorporated herein by reference, mutatis mutandis.

7. Counterparts; Signature. This Agreement may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument. Signatures to this Agreement may be delivered by facsimile or .pdf by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

DERMATOLOGY SOLUTIONS GROUP, LLC

By: _____

Name: George McGinn

Title: President, Chief Administrative Officer
and Secretary

QUALDERM PARTNERS, LLC

By: _____

Name: George McGinn

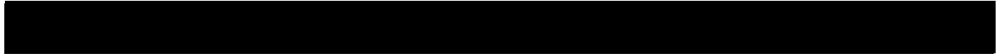
Title: President, Chief Administrative Officer
and Secretary

[Signature Page to Contribution Agreement - DSG]

TRADEMARK
REEL: 005675 FRAME: 0492

Schedule 1

1.



2.



3.



Schedule 2

1.



2.



3.



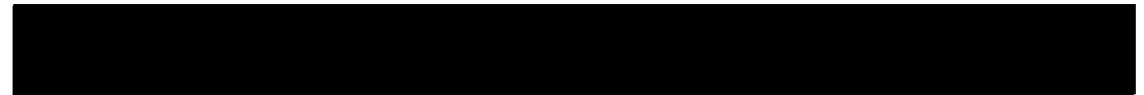
4.



5.



6.



Schedule 3

1.



Annex A

[See attached.]

Client Asset No.	Acquisition Date	Asset Description	Client Asset Code	WNG Asset Category	Acquisition Cost	Net Book Value	Estimated Fair Value
			Computer Equipment	Computer Equipment			
			Computer Equipment	Computer Equipment			
			Computers & Electronics	Computers & Electronics			
			Computers & Electronics	Computers & Electronics			
			Computers & Electronics	Computers & Electronics			
			Computers & Electronics	Computers & Electronics			
			Computers & Electronics	Computers & Electronics			
			Leasehold Improvements	Leasehold Improvements			
			Leasehold Improvements	Leasehold Improvements			
			Leasehold Improvements	Leasehold Improvements			
			Office Furniture	Office Furniture			
			Office Furniture	Office Furniture			
			Software	Software			
			Software	Software			
			Software	Software			
			Software	Software			
			Software	Software			
			Computer Equipment	Computer Equipment			
			Computers & Electronics	Computers & Electronics			
			leasehold improvements	leasehold improvements			
			office furniture	office furniture			
			software	software			

Total Fixed Assets Assigned to QualDerm

QualDerm will also maintain all books and records associated with DSG of NC and all due diligence materials associated with DSGNC and Skin Surgery Center, P.A. QualDerm will also retain all files, records, due diligence information and presentations unrelated to GCD Medical Spa, LLC or Southeastern Dermatology Group, P.A.

Annex B

[See attached.]

