

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM374854

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/Cosmetic Laser Medical Associates of La Jolla, Inc. d/b/a Cosmetic Laser Dermatology		01/27/2016	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ThermiGen, LLC		
Doing Business As:	Thermi		
Street Address:	8304 Esters Blvd., Suite 890		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4764401	THERMISCULPTURE	
Registration Number:	4764396	THERMILIFT	
CORRESPONDENCE DATA			
Fax Number:	2146616876		
<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:	214-953-5758		
Email:	sborrelli@docket@jw.com		
Correspondent Name:	Sara K. Borrelli		
Address Line 1:	2323 Ross Avenue, Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	141473.4		
NAME OF SUBMITTER:	Sara K. Borrelli		
SIGNATURE:	/Sara K. Borrelli/		
DATE SIGNED:	02/29/2016		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into as of January __, 2016, by and between Dermatology/Cosmetic Laser Medical Associates of La Jolla, Inc. d/b/a Cosmetic Laser Dermatology, a California corporation ("Assignor") and ThermiGen, LLC, a Texas limited liability company ("Assignee").

PRELIMINARY STATEMENTS

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in, to and under those trademarks, service marks, and designs listed on Exhibit A attached hereto and incorporated herein by reference ("Marks"), and Assignee desires to accept such assignment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Assignment. In consideration of the Purchase Price (as defined below), the sufficiency of which is hereby acknowledged, Assignor does hereby assign, sell, transfer, and convey unto Assignee and its successors and assigns, Assignor's entire right, title, and interest in and to the Marks, as well as to any applications or registrations pertaining thereto in the United States and elsewhere, together with that part of the good will of Assignor's business connected with the use of and symbolized by the Marks and the registration thereof, in the United States and throughout the world, and the entire right, title, and interest in and to any and all claims and demands Assignor may have either at law or in equity arising out of past, present, or future infringement of the Marks, and including all common-law and other rights in the Marks.

2. Purchase Price. In consideration of Assignor's sale and transfer of the Marks, Assignee shall pay Assignor one hundred thousand dollars (\$100,000) (the "Purchase Price") in accordance herewith. Assignee shall pay the Purchase Price no later than one business day prior to the Closing Date (as that term is defined in the Merger Agreement (as defined below)) of the Merger (as defined below). Payment shall be made in US dollars by wire transfer of immediately available funds to the following account:

BANK NAME: UBS-AG
ACCOUNT NAME: UBS FINANCIAL SERVICES, INC
ABA NO. 026007993
ACCOUNT NO. 101WA238640000
FOR FURTHER CREDIT TO: MITCHEL GOLDMAN, LAURA GOLDMAN
TO ACCOUNT NO. PWA3406

3. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks to record and register this Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Marks are properly assigned to Assignee, or any assignee or successor thereto. Should Assignee be unable to secure the signature on any document necessary for the purposes stated in this Paragraph 3, due to any cause, Assignor hereby

irrevocably designates and appoints Assignee and each of its duly authorized officers and agents as Assignor's agent and attorneys to do all lawfully permitted acts for the purposes stated in this Paragraph 3 in respect of the Marks, with the same force and effect as if executed and delivered by Assignor. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor.

4. Successors and Assigns. The rights and obligations of the parties hereto shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns.

5. Governing Law. This 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 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 Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

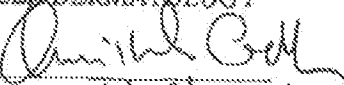
6. Merger Transaction. Aqua Pharmaceutical Holdings, Inc., a Delaware corporation (or its assignee, "Merger Sub"), a subsidiary of Almirall, Inc., a Delaware corporation (or its assignee, "Parent"), will merge with and into ThermiGen, with ThermiGen surviving (the "Merger"), pursuant to that certain Option and Merger Agreement dated as of September 18, 2015 by and among Parent, Merger Sub, ThermiGen, ThermiGen Holdings, Inc., a Texas corporation, and Paul R. Herchman (as may be amended from time to time, the "Merger Agreement"). If the Merger does not Close on or before April 1, 2016 this Assignment shall be void and of no further force and effect.

7. Counterparts. This IP 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 IP 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 IP Assignment.

[Remainder of page left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

DERMATOLOGY/COSMETIC
LASER MEDICAL ASSOCIATES OF
LA JOLLA, INC. D/B/A COSMETIC
LASER DERMATOLOGY

By 
Name: Mitchell Goldman
Title: President

Thermigen, LLC

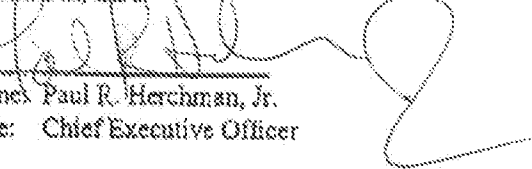
By 
Name: Paul R. Herchman, Jr.
Title: Chief Executive Officer

EXHIBIT A

U.S. Trademark Registrations

<u>Marks:</u>	<u>Registration No.:</u>
ThermiSculpture	4,764,401
ThermiLift	4,764,396