

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
West County Dermatology, Inc.		10/27/2016	Corporation: MISSOURI
RECEIVING PARTY DATA			
Name:	United Skin Specialists LLC		
Street Address:	2 Carlson Parkway North		
Internal Address:	Suite 240		
City:	Plymouth		
State/Country:	MINNESOTA		
Postal Code:	55447		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4163242	SKIN: HEALTH, SAFETY, BEAUTY.	
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:	612-371-3296		
Email:	tmg@lindquist.com		
Correspondent Name:	Marilyn J. Hargens		
Address Line 1:	80 South 8th Street		
Address Line 2:	Suite 4200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
NAME OF SUBMITTER:	Marilyn J. Hargens		
SIGNATURE:	/Marilyn Hargens/		
DATE SIGNED:	10/27/2016		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*"), dated as of the 27 day of October 2016, is made effective between United Skin Specialists LLC, a Delaware limited liability company ("*Assignee*"), and West County Dermatology, Inc., a Missouri corporation ("*Assignor*").

WHEREAS, Assignor, is the owner of U.S. Trademark Registration No. 4,163,242 for the Trademark "SKIN: Health, Safety, Beauty" and all common law rights associated therewith (hereinafter the "*Trademark*");

WHEREAS, pursuant to an Asset Purchase Agreement dated June 30, 2016, the Assignor sold substantially all of its assets to Assignee, including the Trademark,

AND WHEREAS Assignor has agreed to execute this Trademark Assignment to assign and does hereby assign to Assignee, all right, title, and interest, in and to, the Trademark, including all goodwill associated with the Trademark.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:

1. Assignor hereby confirms that, as of the date hereof, Assignor has assigned and transferred and does hereby assign and transfer to Assignee, all right, title and interest in and to the Trademark, including all goodwill associated with the Trademark, all of the foregoing to be held and enjoyed by Assignee as fully and as entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor further assigns and transfers to Assignee all of its right, title and interest in and to all claims for damages, accounting of profit and all other legal remedies by reason of past infringement of any of the Trademark, with the right to sue and collect the same.

3. Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

4. Assignor agrees that it will, upon request, and without further consideration, reasonably cooperate with Assignee to do such things and execute such further documents as may be necessary or desirable to record this assignment and to vest title thereto in Assignee, its successors, assigns and legal representatives or nominees.

5. Assignor further agrees that Assignor will, upon request, without further consideration, promptly provide to Assignee all pertinent facts and documents relating to the rights assigned hereunder as may be known and accessible to Assignor and will promptly execute and deliver to Assignee, or its legal representatives, any and all papers, instruments and affidavits that may be necessary or desirable to enforce such rights or to carry out the purposes hereof.

6. This Assignment and all the terms hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the Assignor caused its duly authorized representative to execute this Assignment effective as of the day and year first written above.

WEST COUNTY DERMATOLOGY, INC.

By: [Signature]
Name: Daniel S. Ring
Title: president

On this 27 day of October, 2016, personally appeared Daniel S. Ring, to me known and known to be the President of West County Dermatology, Inc., and acknowledged that he/she executed the foregoing Assignment.

[Signature]
Notary Public

