

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cosmederm Bioscience, Inc.		08/16/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Modular Thermal Technologies, LLC		
Street Address:	935 Roger Williams Way		
City:	North Kingstown		
State/Country:	RHODE ISLAND		
Postal Code:	02852		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3893604	TRICALM	
Registration Number:	4714288	ITCH FREE GUARANTEE	
Registration Number:	4943119	ITCH FREE GUARANTEE	
Serial Number:	86660198	ITCHFREEZONE	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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>			
Email:	tmadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Sara Bauer		
SIGNATURE:	/Sara Bauer/		
DATE SIGNED:	11/07/2016		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into as of August 16, 2016 by Cosmederm Bioscience, Inc., a Delaware corporation, with an address of 8910 University Center Lane, Suite 450, San Diego, CA 92122 (the "Assignor"), to Modular Thermal Technologies, LLC, a Delaware limited liability company with an address of 935 Roger Williams Way, North Kingstown, Rhode Island 02852 (the "Assignee") (each a "Party," and collectively the "Parties").

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the trademarks identified on Schedule A attached hereto (the "Marks") together with the goodwill associated therewith; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Marks and the business and goodwill of the business in connection with which the aforesaid Marks have been used.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the sufficiency of which are hereby acknowledged by both Parties, the undersigned Parties, intending to be legally bound, agree as follows:

1. The preamble shall form part of this Agreement and the representations and warranties of the Parties.

2. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors and assigns, the entire right, title, and interest of Assignor in and to said Marks, including any renewals and extensions of the registrations that are or may be secured, now or hereafter in effect, together with the business and goodwill of the business in connection with which the aforesaid Marks have been used, and including (a) all income, royalties and rights to payment with respect to the Marks, and (b) all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks with the right to sue for, and collect the same for the Assignee's own use and enjoyment.

3. Further Assurances. The Assignor shall provide to the Assignee reasonable cooperation and assistance at the Assignee's request, without charge but at the Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein, (c) in obtaining any additional trademark protection for the Marks that the Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all countries foreign to the United States of America (other than China, Hong Kong and Macau) and (d) for the implementation or perfection of the provisions of this Assignment.


4. Miscellaneous. This Trademark Assignment shall be binding upon and inure to the benefit of the Parties and to their respective heirs, legal representatives, successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed effective as of the date first above written.

ASSIGNOR:

COSMEDERM BIOSCIENCE, INC.

By: 
Name: Ramin Eghbali
Title: President

ASSIGNEE:

MODULAR THERMAL TECHNOLOGIES,
LLC

By: _____
Name:
Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed effective as of the date first above written.

ASSIGNOR:

COSMEDERM BIOSCIENCE, INC.

By: _____

Name:

Title:

ASSIGNEE:

MODULAR THERMAL
TECHNOLOGIES, LLC

By: _____

Name:

Title:

Bradley S. Waugh
CEO

SCHEDULE A**“TRICALM”**

JURISDICTION	OFFICIAL NUMBER	STATUS	DATE OF REGISTRATION	CLASS	NOTES
Canada	1694815	Pending	—	—	Registration Fee Due August 12, 2016
European Union	1041192	Registered	5/12/10	5	Renewal Due May 12, 2020
India	1965549	Pending	—	5	Response to Refusal filed 3/29/12
Indonesia	D00-2012-012666	Pending	—	5	Counter Opposition Filed 1/5/15
Malaysia	2012051967	Registered	3/29/12	5	Renewal Due March 29, 2022
Philippines	4-201 2-003606	Registered	7/12/12	5	March 21, 2015 Proof of Use Due; Next Renewal Due July 12, 2022
Taiwan	1549911	Registered	12/1/12	5	Renewal Due November 30, 2022
Thailand	Kor378888	Registered	4/20/12	5	Renewal Due April 19, 2022
USA	3893604	Registered	12/21/10	5	Section 8 Due December 21, 2016
Japan	1041192	Registered	2/21/13	5	Renewal Due May 12, 2020
Singapore	1041192	Registered	1/30/13	5	Renewal Due May 12, 2020
Korea	1041192	Registered	6/7/13	5	Renewal Due August 8, 2022
Vietnam	1041192	Registered	9/30/13	5	Renewal Due May 12, 2020
Pakistan	325321	Pending	—	5	Refusal Response Filed July 2014
Yemen	63598	Registered	10/12/14	5	Renewal Due August 27, 2023
Jordan	125928	Registered	11/6/13	5	Renewal Due November 7, 2022
Egypt	1041192	Pending	—	5	—
Morocco	1041192	Pending	—	5	—

“ITCH FREE GUARANTEE”

JURISDICTION	OFFICIAL NUMBER	STATUS	DATE OF REGISTRATION	CLASS	NOTES
USA	4714288	Registered	3/31/15	5	Registration Renewal due March 31, 2021

“ITCH FREE GUARANTEE” (LOGO)

JURISDICTION	OFFICIAL NUMBER	STATUS	DATE OF REGISTRATION	CLASS	NOTES
USA	4943119	Registered	4/19/16	5	Next Renewal due April 19, 2022

“ITCHFREEZONE” (LOGO)

JURISDICTION	OFFICIAL NUMBER	STATUS	DATE OF REGISTRATION	CLASS	NOTES
USA	8666198	Pending	—	41	Scheduled for Publication