

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM416247

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Center for Facial Rejuvenation, PLLC		02/10/2017	Professional Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CFR TN Management, LLC		
<b>Street Address:</b>	676 N. Michigan Ave., Suite 3300		
<b>Internal Address:</b>	c/o Flexpoint Ford, LLC		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60611		
<b>Entity Type:</b>	Limited Liability Company: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4725232	WOW LIFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>			
<b>Phone:</b>	3123722000		
<b>Email:</b>	umattsson@mwe.com, kwalsh@mwe.com		
<b>Correspondent Name:</b>	Kelly Walsh, McDermott Will & Emery LLP		
<b>Address Line 1:</b>	227 W. Monroe Street, Suite 4400		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Ulrika E. Mattsson		
<b>SIGNATURE:</b>	/Ulrika E. Mattsson/		
<b>DATE SIGNED:</b>	02/15/2017		
<b>Total Attachments: 5</b>			
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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Trademark Assignment") is effective as of February 10, 2017 and is between Center for Facial Rejuvenation, PLLC, a Tennessee professional limited liability company f/k/a as Center for Facial Rejuvenation, LLC (the "Assignor") and CFR TN Management, LLC, a Tennessee limited liability company (the "Assignee").

**RECITALS**

A. The Assignor is the owner of the trademark set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Mark");

B. Pursuant to the terms of that certain Bill of Sale dated as of February 1, 2017, by and among the Assignor and the Assignee (the "Bill of Sale"), the Assignor has agreed to transfer all of its right, title and interest in and to the Mark to the Assignee;

C. In connection with the Bill of Sale, the Assignor has agreed to transfer substantially all of the assets of the business to which the Mark relates, and that such business is ongoing; and

D. The Assignor desires to assign all of its right, title and interest in and to the Mark to the Assignee and the Assignee desires to acquire the Mark.

**AGREEMENTS**

For the good and valuable consideration set forth in the Bill of Sale, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns, all of the Assignor's right, title and interest, in and to the Mark, and all of the goodwill of the business associated with the Mark, together with that portion of Assignor's business that is ongoing and existing to which the Mark pertain, and all registrations and pending applications for the Mark, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Mark, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Mark or derived therefrom to the Assignee as assignee of the entire interest therein.

3. This Trademark Assignment is in all respects subject to the provisions of the Bill of Sale and is not intended in any way to supersede, limit, qualify or expand any provision of the Bill of Sale.

4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Mark in the Assignee or which may be necessary to obtain, renew, issue or enforce the Mark. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers; provided, that Assignee shall not execute any such further papers unless Assignor has failed to do so within 5 business days of Assignee's delivery to Assignor of a written request therefor.

5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

6. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

\* \* \*


**IN WITNESS WHEREOF**, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

ASSIGNEE:

Center for Facial Rejuvenation, PLLC f/k/a  
Center for Facial Rejuvenation, LLC, a Tennessee  
professional limited liability company

CFR TN Management, LLC, a Tennessee  
limited liability company

By:   
Name: John R. Bierly, M.D.  
Its: President

By: \_\_\_\_\_  
Name: Daryl F. Mann, O.D.  
Its: President

Address for Notices:  
7268 Jarnigan Road, Suite 200  
Chattanooga, Tennessee 3742

Address for Notices:  
c/o Flexpoint Ford, LLC  
676 N. Michigan Ave., Suite 3300  
Chicago, Illinois 60611

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

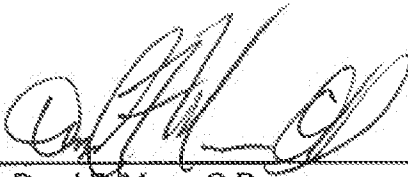
Center for Facial Rejuvenation, PLLC f/k/a  
Center for Facial Rejuvenation, LLC, a Tennessee  
professional limited liability company

ASSIGNEE:

CFR TN Management, LLC, a Tennessee  
limited liability company

By: \_\_\_\_\_  
Name: John R. Bierly, M.D.  
Its: President

Address for Notices:  
7268 Jarnigan Road, Suite 200  
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By:  \_\_\_\_\_  
Name: Daryl F. Mann, O.D.  
Its: President

Address for Notices:  
c/o Flexpoint Ford, LLC  
676 N. Michigan Ave., Suite 3300  
Chicago, Illinois 60611

**Schedule A**

**Trademark Registration**

<b>Mark</b>	<b>Serial Number/Filing Date</b>	<b>Registration Number/ Registration Date</b>
WOW LIFT	86245446/4/8/2014	4725232/ 4/21/2015