

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM421440

<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>
Gerry Schneider MD, Inc.		03/13/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Thermigen, LLC		
<b>Doing Business As:</b>	Thermi		
<b>Street Address:</b>	8304 Esters Blvd., Suite 890		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75063		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87155165	THERMILIPO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	214-953-5758		
<b>Email:</b>	sborrellipdocket@jw.com		
<b>Correspondent Name:</b>	SARA K. BORRELLI		
<b>Address Line 1:</b>	2323 ROSS AVENUE, SUITE 600		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	141473.4		
<b>NAME OF SUBMITTER:</b>	SARA K. BORRELLI		
<b>SIGNATURE:</b>	/Sara K. Borrelli/		
<b>DATE SIGNED:</b>	03/28/2017		
<b>Total Attachments: 3</b>			
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**TRADEMARK ASSIGNMENT**

This **TRADEMARK ASSIGNMENT** is made effective as of March 13, 2017 between Gerry Schneider MD, Inc., a California corporation located and doing business at 3549 Accomac Ave., San Diego, CA 92111 ("Assignor"), and Thermigen, LLC, dba Thermi, a Texas limited liability company located and doing business at 8304 Esters Blvd., Suite 890, Irving, TX 75063 ("Assignee").

**WITNESSETH:**

WHEREAS, Assignor has used and is using the trademark THERMILIPO (the "Mark"); and

WHEREAS, Assignor owns a federal application for registration of the Mark in the United States Patent & Trademark Office for "liposuction and surgical body shaping services," in International Class 44, U.S. Ser. No. 87/155,165 (the "Application"); and

WHEREAS, Assignee desires to acquire from Assignor all right, title and interest in and to the Mark and the Application;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor does hereby, as of the date hereof, assign, transfer and sell to Assignee (a) all right, title, and interest throughout the world in and to the Mark, together with the good will of the business symbolized by the Mark, (b) the Application, (c) all income and royalties hereafter due or payable to Assignor with respect to the Mark, (d) all damages and payments for past or future infringements and misappropriations of the Mark, and (e) all rights to sue for past, present and future infringements or misappropriations of the Mark, all for Assignee's own use and enjoyment (including, without limitation, the right to renew and/or apply for trademark and/or service mark registrations within or outside the United States based in whole or in part upon the Mark, and including any priority right that may have arisen from Assignor's use of the Mark and/or prior ownership of the Application).

2. Warranties & Representations. Assignor warrants to and covenants with Assignee, and Assignee's successors, assigns and legal representatives, that (a) Assignor has full right to convey the entire rights, titles and interests herein assigned by Assignor to Assignee, (b) no obligation, disability, agreement, or adverse claim exists that may restrict Assignor's performance under this Assignment, and (c) Assignor has not executed, and will not execute, any agreements which are inconsistent herewith.

3. Further Assurances. Assignor further covenants and agrees that it will (a) execute any instruments and perform any acts which may be reasonably necessary to fully effectuate and record in any and all jurisdictions throughout the world the assignment of the rights, titles and interests assigned to Assignee, and Assignee's successors, assigns and legal representatives, pursuant to this Assignment, and (b) testify in any legal proceeding, sign all lawful papers, execute all documents, make all rightful oaths and generally do everything possible for Assignee, its successors, legal representatives and assigns, to obtain and enforce proper trademark protection for the Mark in any and all jurisdictions throughout the world.

4. Recordation. Assignor hereby authorizes and requests the United States Patent & Trademark Office and any other applicable Governmental or Regulatory Authority or registrar (including any applicable foreign or international office or registrar), to record Assignee as the owner of the Mark and the Application, and to issue the Mark and registration to Assignee, as assignee of Assignor's

entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership in the Mark and the Application.


5. Entire Agreement, Integration, Governing Law, Jurisdiction & Venue, No Waiver, Severability, Counterparts. This Assignment represents the entire agreement of the parties relating to the subject matter hereof. This Assignment embodies, merges and integrates all prior and current agreements and understandings of the parties relating to the subject matter hereof, and may not be clarified, modified, changed or amended except in writing signed by each and every one of the signatories hereto or their other authorized representatives. This Assignment, and the entire relationship between the parties relating hereto, shall be governed by, construed and enforced in accordance with the laws of the State of Texas and shall be fully performable in Dallas County, Texas. The parties hereby consent to the exclusive jurisdiction of the courts sitting in Dallas County, Texas, United States of America, as well as to the jurisdiction of all courts from which an appeal may be taken from the aforesaid courts, for the purpose of any suit, action or other proceeding by any party to this Assignment, arising out of or related in any way to this Assignment. Assignee hereby irrevocably and unconditionally waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of any party thereto. Assignee agrees to accept service of process by mail. This Assignment will be interpreted according to its fair meaning and not for or against either party. The grants herein are limited to their express terms. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Assignment. If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision and such invalid term, clause, or provision shall be deemed to be severed from the Assignment. In case legal proceedings shall be brought for the breach of any covenant herein contained, and a breach shall be established, the prevailing party shall be entitled to recover from the other party all expenses incurred thereby, including reasonable attorneys' fees and disbursements. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which when taken together shall constitute a single counterpart instrument. Executed signature pages to any counterpart instrument may be detached and affixed to a single counterpart, which single counterpart with multiple executed signature pages affixed thereto constitutes the original counterpart instrument. All of these counterpart pages shall be read as though one and they shall have the same force and effect as if all of the parties had executed a single signature page.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date above first written.

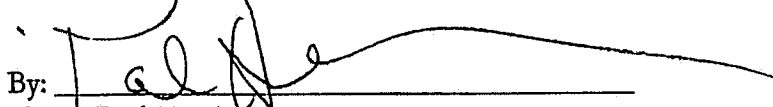
**ASSIGNOR**

Gerry Schneider MD, Inc.,  
a California corporation

By:   
Name: GERRY SCHNEIDER MD  
Title: President

**ASSIGNEE**

Thermigen, LLC, dba Thermi,  
a Texas limited liability company

By:   
Name: Paul Herchman  
Title: CEO

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