

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medical Insight, Inc.		11/13/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	UBM Medica LLC		
Street Address:	2 Penn Plaza		
Internal Address:	15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10121		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3975036	CAC CERTIFIED AESTHETIC CONSULTANT	
Registration Number:	3732915	THE AESTHETIC SHOW	
Registration Number:	3609585	THE AESTHETIC GUIDE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	colleen.brennan@bakermckenzie.com		
Correspondent Name:	David J. Davis		
Address Line 1:	300 East Randolph Street, Suite 5000		
Address Line 2:	Baker & McKenzie LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	David J. Davis		
SIGNATURE:	/david j. davis/		
DATE SIGNED:	12/05/2017		
Total Attachments: 8			
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source=IP Assignment Medica Insight, Inc. to UBM Medica LLCpdf#page2.tif			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this “Assignment”) is made and entered into as of November 13, 2017 (the “Effective Date”), by and between Medical Insight, Inc., a California corporation (“Assignor”) and UBM Medica LLC, a Delaware limited liability company (“Assignee”) (each a “Party” and collectively “Parties”).

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of October 26, 2017 (the “Asset Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee, and Assignee has agreed to purchase, acquire, accept, and assume from Assignor, the Acquired Trademarks and Domain Names (as defined below);

WHEREAS, Assignor owns certain domain names (the “Acquired Domain Names”) and trademarks (including service marks, certification marks, trade names, logos and trade dress) (the “Acquired Trademarks”) and, together with the Acquired Domain Names, the “Acquired Trademarks and Domain Names”), used in association with the Business, as set forth on Appendix A hereto;

WHEREAS, in connection with the Asset Purchase Agreement and pursuant to this Assignment, Assignor agrees to assign the domain names and trademarks set forth on Appendix A pursuant to the terms and conditions set forth in Article II to Assignee such that Assignee owns such Acquired Trademarks and Domain Names; and

WHEREAS, Assignor and Assignee are desirous of making this Assignment a matter of record.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Asset Purchase Agreement, the Parties hereto agree as follows:

ARTICLE I CERTAIN DEFINITIONS

1.01 General. Any capitalized item used but not defined herein will have the meaning set forth in the Asset Purchase Agreement.

ARTICLE II ASSIGNMENT BY ASSIGNOR AND ASSUMPTION BY ASSIGNEE

2.01 Assignment by Assignor. In accordance with and subject to the terms and conditions of the Asset Purchase Agreement, Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee, all of Assignor’s direct or indirect right, title, and interest in and to the Acquired Trademarks and Domain Names, together with the goodwill of the business in connection with which the Acquired Trademarks and Domain Names are used, for Assignee’s full and sole own property, use and enjoyment, including, without limitation, all rights to defend and enforce any of the Acquired Trademarks and Domain Names against any third party and recover damages for past, present, and future infringement, dilution, misappropriation, violation, or unlawful imitation of such Acquired Trademarks,

whether based on events or activities occurring before, on, or after the Closing Date. Effective at and after the Closing Date, Assignor authorizes and requests that Assignee file this Assignment with any applicable governmental entity or registrar (including any applicable foreign or international office or registrar) necessary to record Assignee as the assignee and legal owner of the Acquired Trademarks. Assignor agrees to provide any reasonable assistance, including, without limitation, (a) executing all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Assignee the title and interest herein conveyed, and (b) generally doing all lawful acts that Assignee shall consider desirable for securing, maintaining, and enforcing worldwide protection relating to the Acquired Trademarks and for vesting in Assignee the title and interest herein conveyed. The transfer of the Acquired Trademarks includes, without limitation, all registrations and applications thereof, all registrations which may be granted in respect of such applications, and all renewals of such registrations; the trademark goodwill of the business symbolized by such Acquired Trademarks; and the entire rights, title, and interest in all convention and treaty rights of all kind, including without limitation all rights of priority in any country of the world, in and to the Acquired Trademarks. Assignor hereby requests that any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record Assignee as the assignee and owner of the Acquired Trademarks.

2.02 Transfer of Domain Names by Assignor. Promptly after the Effective Date, Assignor shall, with regard to the Acquired Domain Names: (i) unlock the registration of the Acquired Domain Names at the domain name registrars where the Acquired Domain Names are registered on the Effective Date (the “Current Registrars”), (ii) provide to Assignee, or a representative designated by Assignee, the authorization code for transferring the Acquired Domain Names from the Current Registrars to a registrar selected by Assignee in its sole discretion (the “Designated Registrars”), with which Assignees will register the Acquired Domain Names after the transfer hereunder, (iii) authorize such transfer to the Designated Registrars for Assignee’s registration of the Acquired Domain Names, which authorization shall be given in the form and manner as requested or indicated by the Designated Registrars within ninety-six (96) hours from the receipt of a communication from the Designated Registrars requesting such authorization, and (iv) take, or cause to be taken, all other steps necessary and within its direct or indirect control for Assignee’s registering the Acquired Domain Names with the Designated Registrars and for Assignee’s having sole and exclusive control over the Acquired Domain Names and the registrations thereof, including, without limitation or further notice, disassociating the Acquired Domain Names from the host servers and contacts designated by Assignor.

2.03 Acceptance and Assumption by Assignee. In accordance with and subject to the terms and conditions of the Asset Purchase Agreement, Assignee hereby purchases, acquires and accepts the assignment, transfer, and conveyance, in accordance with the terms of Assignor’s right, title and interests in, under and to the Acquired Trademarks and Domain Names to Assignee pursuant to Section 2.01 and Section 2.02 above. Assignee accepts, assumes, undertakes and agrees to pay or cause to be paid all liabilities arising out of or related to the Acquired Trademarks and Domain Names arising after the Closing Date.

- 2.04 Fees and Expenses.** Any fees, costs and expenses for the recording of this Assignment with the appropriate governmental entities, trademark offices and/or registrars shall be borne by Assignee.

**ARTICLE III
RELATED PROVISIONS IN THE ASSET PURCHASE AGREEMENT**

- 3.01 Representations, Warranties and Indemnification Rights.** Assignor and Assignee acknowledge and agree that the subject matter hereof is addressed in the representations and warranties set forth in Article 3 of the Asset Purchase Agreement, as applicable, and the parties hereto are bound by indemnification obligations set forth Article 4 relating thereto to the extent provided in the Asset Purchase Agreement.

**ARTICLE IV
MISCELLANEOUS**

- 4.01 Binding Effect.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assignees.
- 4.02 Consideration.** Parties agree and acknowledge that good and valuable consideration for the obligations assumed under the present Assignment and the Acquired Trademarks and Domain Names has already been considered, and is part of, the consideration paid by Assignee pursuant to the Asset Purchase Agreement.
- 4.03 Subject to Asset Purchase Agreement.** The scope, nature and extent of this Assignment are expressly set forth in the Asset Purchase Agreement. Nothing contained in this Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies set forth in, or arising in connection with, the Asset Purchase Agreement. This Assignment is not intended to create any broader obligations than those contemplated in the Asset Purchase Agreement, and in the event of any ambiguity, inconsistency or conflict between the terms hereof and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall be governing and controlling.
- 4.04 Governing Law.** The internal laws of the State of New York (without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any other jurisdiction) govern all matters arising out of or relating to this Assignment and its appendix and all of the transactions it contemplates, including its validity, interpretation, construction, performance and enforcement and any disputes or controversies arising therefrom.
- 4.05 Successors and Assigns.** This Assignment binds and benefits the parties and their respective successors and assigns, except that Assignor may not assign any rights under this Assignment, whether by operation of law or otherwise, without the prior written consent of Assignee. No party may delegate any performance of its obligations under this Assignment, except that Assignee may at any time delegate the performance of its obligations to any Affiliate of Assignee so long as Assignee remains fully responsible for the performance of the delegated obligation. Nothing expressed or referred to in this Assignment will be construed to give any Person, other than the parties to this Assignment, any legal or equitable right, remedy or claim under or with respect to this

Assignment or any provision of this Assignment except such rights as may inure to a successor or permitted assignee under this Section. Notwithstanding anything contained herein to the contrary, any assignment by either Assignor or Assignee shall not relieve such assignor for any obligations or liabilities hereunder.

4.06 Counterparts. This Assignment may be executed in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement.


4.07 Dispute Resolution. Assignor and Assignee acknowledge and agree that the dispute resolution procedures set forth in Section 10.11 of the Asset Purchase Agreement will apply to any dispute between Assignor and Assignee hereunder, and any reference therein to “Seller” and “Purchaser” will be deemed to be references to “Assignor” and “Assignee”, respectively.

[Signatures page follows this page]

The Parties have executed and delivered this Assignment as of the date indicated in the first sentence of this Assignment.

ASSIGNEE:

UBM MEDICA LLC, a Delaware limited liability company:

By: 
Name: *Andrew Mackelby*
Title: *Vice President*

Address:

UBM Medica LLC
2 Penn Plaza, 15th Floor
New York, New York 10121

ASSIGNOR:

MEDICAL INSIGHT, INC., a California corporation:

By: _____

Name: Michael Moretti

Title: President

Address:

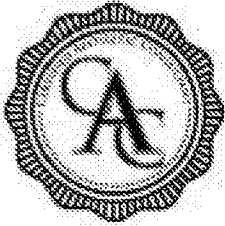
Medical Insight, Inc.
36 Discovery, Suite 170
Irvine, California 92618

[Signature Page to Trademark Assignment]

Appendix A

Acquired Trademarks and Domain Names

Acquired Trademarks

Mark	Country	Class	Services	Status	App. Date	App. No	Reg. Date	Reg. No.
<p>CAC CERTIFIED AESTHETIC CONSULTANT & Design</p> 	United States	B	Aesthetic medical services, namely, aesthetic medical procedures featuring skin treatments, aging treatments, body shaping procedures, hair removal procedures, vascular procedures, and topical treatments	Registered	2/24/2009	77/677,270	6/7/2011	3,975,036
THE AESTHETIC SHOW	United States	35, 41	<p>Conducting tradeshow directed towards surgical and non-surgical personnel in the field of cosmetics</p> <p>Educational services directed towards surgical and non-surgical personnel, namely, seminars and webinars provided over the worldwide global network in the field of cosmetics</p>	Registered	10/15/2007	77/304,445	12/29/2009	3,732,915
THE AESTHETIC GUIDE	United States	16	Periodical publications, namely, an information resource guide for physicians wanting detailed advice regarding aesthetic technology	Registered	10/15/2007	77/304,412	4/21/2009	3,609,585

Acquired Domain Names

<u>Domain Name</u>	<u>Registrar</u>	<u>Registrant</u>	<u>Admin Contact</u>	<u>Expiration Date</u>
aestheticacademy.net	NETWORK SOLUTIONS, LLC	Medical Insight	Medical Insight	11/3/2018
aestheticguide.org	NETWORK SOLUTIONS, LLC	Medical Insight	Michael Moretti	11/1/2018
aestheticshow.com	NETWORK SOLUTIONS, LLC	Medical Insight	Michael Moretti	11/1/2018
aestheticshow.net	NETWORK SOLUTIONS, LLC	Medical Insight	Michael Moretti	11/1/2018
aestheticshow.org	NETWORK SOLUTIONS, LLC	Medical Insight	Michael Moretti	11/1/2018
asiaaestheticguide.com	NETWORK SOLUTIONS, LLC	Medical Insight	Michael Moretti	11/25/2018
tapamed.org	NETWORK SOLUTIONS, LLC	Medical Insight	Medical Insight	3/7/2018
theaestheticacademy.com	NETWORK SOLUTIONS, LLC	Medical Insight	Medical Insight	11/2/2018
theaestheticacademy.net	NETWORK SOLUTIONS, LLC	Medical Insight	Medical Insight	11/3/2018
theaestheticacademy.org	NETWORK SOLUTIONS, LLC	Medical Insight	Medical Insight	11/3/2018
theaestheticchannel.com	NETWORK SOLUTIONS, LLC	Medical Insight	Medical Insight	11/4/2018
theaestheticguide.com	NETWORK SOLUTIONS, LLC	Medical Insight	Medical Insight	11/1/2018
theaestheticshow.com	NETWORK SOLUTIONS, LLC	Medical Insight	Medical Insight	11/1/2018
cac-med.com	TUCOWS DOMAINS INC.	Privacy Protected	Privacy Protected	2/19/2018
certifiedaestheticconsultant.com	TUCOWS DOMAINS INC.	Privacy Protected	Privacy Protected	12/6/2017
tabc-med.com	TUCOWS DOMAINS INC.	Privacy Protected	Privacy Protected	2/21/2018
theaestheticbuyers.com	TUCOWS DOMAINS INC.	Privacy Protected	Privacy Protected	7/16/2018
theaestheticbuyersguide.com	TUCOWS DOMAINS INC.	Privacy Protected	Privacy Protected	7/16/2018