

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM461114

<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>
Alphaeon Corporation		01/23/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Evolus, Inc.		
<b>Street Address:</b>	1027 Garden Street		
<b>City:</b>	Santa Barbara		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93101		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86513078	EVOLUS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	617-261-3224		
<b>Email:</b>	botrademarks@klgates.com		
<b>Correspondent Name:</b>	Phi Lan Tinsley		
<b>Address Line 1:</b>	One Lincoln Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111		
<b>NAME OF SUBMITTER:</b>	Phi Lan Tinsley		
<b>SIGNATURE:</b>	/Phi Lan Tinsley/		
<b>DATE SIGNED:</b>	02/06/2018		
<b>Total Attachments: 4</b>			
source=Signed Assignment to Evolus#page1.tif			
source=Signed Assignment to Evolus#page2.tif			
source=Signed Assignment to Evolus#page3.tif			
source=Signed Assignment to Evolus#page4.tif			

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## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") by and between Alphaeon Corporation, a Delaware corporation with a business address of 8191 Von Karman Ave, Suite 500 Irvine, California 92612 ("Assignor") and Evolus, Inc., a Delaware corporation with a business address of 1027 Garden Street Santa Barbara, California 93101 ("Assignee"), is effective as of January 23, 2018 (the "Effective Date").

WHEREAS, Assignor is the owner of the right, title and interest in and to the trademarks set forth on Schedule A attached hereto, including all common law and statutory right, title and interest, together with the goodwill related thereto (collectively, the "Marks");

WHEREAS, Assignee desires to acquire and Assignor desires to transfer to Assignee, Assignor's entire right, title and interest in and to the Marks and the goodwill and assets of the entire business in connection with which the aforesaid Marks have been used;

WHEREAS, on January 23, 2018, Assignor and Assignee, entered into a Services Agreement (the "Agreement"); and

WHEREAS, in connection with the Agreement and in connection with the transactions undertaken by Assignee to fully separate its line of business from Assignor in connection with Assignee's proposed initial public offering of its common stock on Form S-1 (file number 333-222478), which business includes the right to the Marks, Assignor agreed to sell, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in the Marks, and the goodwill and assets associated with and symbolized by the Marks effective on the Effective Date, and to execute such additional instruments as may be necessary to confirm such assignment.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby freely acknowledged:

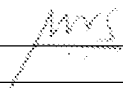
1. Assignment. Assignor does hereby transfer, convey, and assign to Assignee all of Assignor's right, title and interest in, to and under the Marks, including any and all common law rights thereof, together with the goodwill of the business symbolized by the associated with the Marks. These Marks are being assigned as part of the entire business to which the Marks pertain, as required by Section 10 of the Trademark Act, 15 U. S. C. §1060 and any laws that are in effect or may apply to secure title of these Marks in the United States or any other country or jurisdiction throughout the world.
2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Assignment upon request by Assignee. Assignor shall execute any and all documents and take all other further actions as reasonably requested by Assignee to transfer ownership of the Marks including, but not limited to, assignments, transfers and related powers of attorney.

3. Representations and Warranties. Assignor hereby represents and warrants to Assignee that it owns all right, title and interest in and to the Marks, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Marks and Assignor's ownership and use thereof.

4. Entire Agreement. This Trademark Assignment, together with all related exhibits and schedules, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

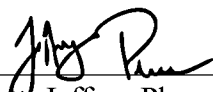
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by on the date first written above.

ASSIGNOR:  
ALPHAEON CORPORATION

By:   
Name: Murthy Simhambhatla  
Title: CEO

ACCEPTED AND ACKNOWLEDGED:

ASSIGNEE:  
EVOLUS, INC.

By:   
Name: Jeffrey Plumer  
Title: Vice President, Legal and Secretary

SCHEDULE A

Trademark	Country	Application No.	Registration No.	Status
EVOLUS	Australia	1262228		PENDING
EVOLUS	Brazil	909710481		PUBLISHED
EVOLUS	China	1262228	1262228	REGISTERED
EVOLUS	EU	1262228	1262228	REGISTERED
EVOLUS	India	1262228		PENDING
EVOLUS	Japan	1262228	1262228	REGISTERED
EVOLUS	S. Korea	1262228	1262228	REGISTERED
EVOLUS	United States	86/513,078		ALLOWED
EVOLUS	WIPO Australia, China, European Union, India, Japan, South Korea	1262228	1262228	REGISTERED

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