

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470169

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
California Skin Institute, Inc.		04/17/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	California Skin Institute Management, LLC		
Street Address:	525 South Drive, #115		
City:	Mountain View		
State/Country:	CALIFORNIA		
Postal Code:	94040		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5320544	SV	
Registration Number:	5269244	CALIFORNIA SKIN INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	312.372.2000		
Email:	sgratton@mwe.com, umattsson@mwe.com, cvicino@mwe.com		
Correspondent Name:	Carolyn M. Vicino		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	444 West Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
NAME OF SUBMITTER:	Carolyn M. Vicino		
SIGNATURE:	/Carolyn M. Vicino/		
DATE SIGNED:	04/17/2018		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of April 17, 2018.

WHEREAS, California Skin Institute, Inc., a California Corporation (the "Assignor"), located at 525 South Drive, # 115, Mountain View, California 94040, is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill associated therewith (the "Trademarks");

WHEREAS, the Assignor has agreed to transfer all of its right, title and interest in and to the Trademarks to California Skin Institute Management, LLC, a Delaware limited liability company (the "Assignee"), located at 525 South Drive, # 115, Mountain View, California 94040, and the Assignee has agreed to accept such assignment, on the terms and conditions more particularly set forth in that certain Convertible Note Purchase Agreement (the "Purchase Agreement"), dated as of January 24, 2017, by and among the Assignor and the Assignee;

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of the Assignor's right, title and interest in and to the Trademarks to the Assignee.

NOW, THEREFORE, in consideration of the above recitals and the promises set forth below, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor and the Assignee agree as follows:

1. The Assignor hereby conveys, assigns, sells and transfers to the Assignee, its successors and permitted assigns, the Assignor's entire right, title and interest in and to the Trademarks, and all of the goodwill associated with the Trademarks, together with that portion of the business to which the Trademarks pertain, and all registrations and pending applications for the Trademarks, any renewals of the registrations, in all countries throughout the world, to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life and/or term of the Trademarks, as applicable, to be used as fully and entirely as such rights would have been held and enjoyed by the Assignor had this Trademark Assignment not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the rights to receive and retain the proceeds relating to those infringements.

2. The Assignor agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, exhibits, specimens, assignments, powers of attorney, or other documentation) reasonably requested by the Assignee, and to do such other acts as may be reasonably necessary or requested by the Assignee, to vest full title in and to the Trademarks in the Assignee or that may otherwise be necessary to obtain, renew, issue or enforce the Trademarks. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Assignor and the Assignee.

4. Each party hereto hereby represents and warrants that it has the power and authority to execute, deliver, and perform its obligations under this Trademark Assignment and that neither the execution nor delivery of this Trademark Assignment nor the performance of its

obligations hereunder will constitute a breach of the terms or provisions of any contract or violate the rights of any third party.

5. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Assignor and the Assignee. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

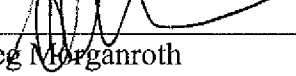
6. No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

[Signature page follows]

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

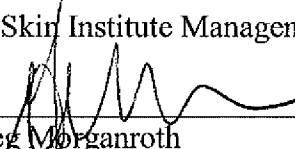
ASSIGNOR:

California Skin Institute, Inc.


By: 
Name: Greg Morganroth

ASSIGNEE:

California Skin Institute Management, LLC

By: 
Name: Greg Morganroth

SCHEDULE A

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
SV and Design 	87151398 (August 25, 2016)	5320544 (October 31, 2017)	California Skin Institute, Inc. (California Corp.) Mountain View, California
CALIFORNIA SKIN INSTITUTE	87151404 (August 25, 2016)	5269244 (August 22, 2017)	California Skin Institute, Inc. (California Corp.) Mountain View, California

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