

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477507

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BERNSTEIN MEDICAL, P.C.		06/08/2018	Professional Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	SCHWEIGER DERMATOLOGY GROUP, LLC		
Street Address:	110 East 55th St		
Internal Address:	11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3886147	BERNSTEIN MEDICAL	
Registration Number:	3886148	BERNSTEIN MEDICAL CENTER FOR HAIR RESTOR	
Registration Number:	3081003	BERNSTEIN MEDICAL CENTER FOR HAIR RESTOR	
Registration Number:	3086694		
Registration Number:	4009185	NEW YORK CENTER FOR HAIR RESTORATION	
Registration Number:	4820608	ROBOTIC HAIR TRANSPLANT CENTER OF NEW YO	
Registration Number:	3047143	BERNSTEIN MEDICAL	
CORRESPONDENCE DATA			
Fax Number:	2128084155		
<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:	212.784.6939		
Email:	IP@sh-law.com		
Correspondent Name:	William R. Samuels		
Address Line 1:	3 Park Ave		
Address Line 2:	Floor 15		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	013630.01000		

CH \$190.00 3886147


NAME OF SUBMITTER:	William R. Samuels
SIGNATURE:	/William R. Samuels/
DATE SIGNED:	06/11/2018
Total Attachments: 5 source= SCHWEIGER BERNSTEIN FULLY EXECUTED IP ASSIGNMENT#page1.tif source= SCHWEIGER BERNSTEIN FULLY EXECUTED IP ASSIGNMENT#page2.tif source= SCHWEIGER BERNSTEIN FULLY EXECUTED IP ASSIGNMENT#page3.tif source= SCHWEIGER BERNSTEIN FULLY EXECUTED IP ASSIGNMENT#page4.tif source= SCHWEIGER BERNSTEIN FULLY EXECUTED IP ASSIGNMENT#page5.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY ("*Assignment*") is made as of June 8, 2018 by and among Bernstein Medical, P.C., a New York professional corporation (collectively "*Assignor*"), and Schweiger Dermatology Group, LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement dated as of June 8, 2018 (the "**Purchase Agreement**," capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Agreement);

WHEREAS, Assignor is the owner of the following Registration:

<u>Mark</u>	<u>Serial Number</u>	<u>Reg. Number</u>
ROBOTIC HAIR TRANSPLANT CENTER OF NEW YORK	86286120	4820608
NEW YORK CENTER FOR HAIR RESTORATION	85210563	4009185
BERNSTEIN MEDICAL	78532941	3047143 (Canceled)
BERNSTEIN MEDICAL CENTER FOR HAIR RESTORATION	85018990	3886148
BERNSTEIN MEDICAL	85018989	3886147
	78532937	3086694
BERNSTEIN MEDICAL CENTER FOR HAIR RESTORATION	78532995	3081003

(collectively, the "**Intellectual Property**"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor wishes to assign all of its rights under the Intellectual Property to Assignee, and Assignee wishes to accept such assignment, all on the terms set forth herein.

NOW, THEREFORE, for and in consideration of the covenants and undertakings hereinafter set forth, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which each party hereby acknowledges by execution hereof, the parties agree as follows:

1. **Assignment of Intellectual Property.** Assignor hereby irrevocably transfers and assigns to Assignee all of Assignor's rights, titles and interests in, to and under the Intellectual Property, all goodwill associated therewith, and the right to sue for past infringement, and

Assignee hereby accepts the foregoing assignments and assumes all of Assignor's rights and covenants under the Intellectual Property.

2. **Amendment and Modification.** No amendment, modification, supplement, termination, consent or waiver of any provision of this Assignment, nor consent to any departure herefrom, will in any event be effective unless the same is in writing and is signed by the party against whom enforcement of the same is sought. Any waiver of any provision of this Assignment and any consent to any departure from the terms of any provision of this Assignment is to be effective only in the specific instance and for the specific purpose for which given.

3. **Title and Power of Attorney.** Assignor represents and warrants that it is the sole owner of the Intellectual Property free and clear of all liens and encumbrances and has the full right and authority to sell and assign the same to Assignee. Assignor hereby makes, constitutes, and irrevocably appoints Assignee as such Assignor's true and lawful attorney in fact to do and to perform every act and deed necessary to be done in connection with this Assignment, giving and granting to Assignee the full power and authority to register ownership of the Intellectual Property with any appropriate authority, whether domestic or foreign, including, without limitation, the Register of Copyrights, the United States Patent and Trademark Office, and the Secretary of State of any state of the United States, and to ask for, demand, sue for, attach, levy, recover, and receive all sums of money that may now or hereafter become due, owing, and payable in connection with the Intellectual Property.

4. **Counterpart Facsimile Execution.** For purposes of this Assignment, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier or .pdf attachment to an e-mail is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party hereto, any electronic mail or facsimile document is to be re-executed in original form by the parties who executed the electronic mail or facsimile document. No party hereto may raise the use of an electronic mail or facsimile machine or the fact that any signature was transmitted through the use of an electronic mail or facsimile machine as a defense to the enforcement of this Assignment or any amendment or other document executed in compliance with this Section.

5. **Counterparts.** This Assignment may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties notwithstanding that all the parties are not signatories to the same counterpart.

6. **Governing Law.** This Assignment and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of New York applicable to contracts made and to be performed wholly within New York, without regard to choice or conflict of laws rules.

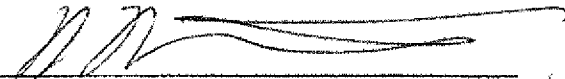
7. **Successors and Assigns.** All provisions of this Assignment are binding upon, inure to the benefit of and are enforceable by or against the parties and their respective heirs, executors, administrators or other legal representatives and successors and permitted assigns.

8. **Third-Party Beneficiary.** This Assignment is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under or because of the existence of this Assignment.

[remainder of page intentionally left blank; signatures appear on next page]

The Parties have voluntarily executed this Agreement as of the date first set forth above.

BERNSTEIN MEDICAL, P.C.

By: 
Name: ROBERT M. BERNSTEIN
Title: OWNER

SCHWEIGER DERMATOLOGY GROUP, LLC

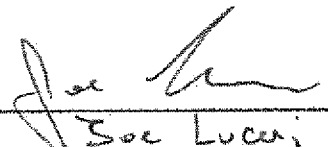
By: _____
Name:
Title:

The Parties have voluntarily executed this Agreement as of the date first set forth above.

BERNSTEIN MEDICAL, P.C.

By: _____
Name:
Title:

SCHWEIGER DERMATOLOGY GROUP, LLC

By:  _____
Name: Joe Luceri
Title: Chief Development Officer