

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DermOne, LLC		02/23/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Schweiger Dermatology Group, LLC		
Street Address:	2701 Queens Plaza North		
Internal Address:	Floor 10		
City:	Long Island City		
State/Country:	NEW YORK		
Postal Code:	11101		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4351599	DERMONE	
Registration Number:	4351676	DERMONE	
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>		
Phone:	3034732873		
Email:	docket@hollandhart.com		
Correspondent Name:	Larry H. Tronco, Holland & Hart, LLP		
Address Line 1:	PO Box 8749		
Address Line 2:	Trademark Docketing		
Address Line 4:	Denver, COLORADO 80201		
ATTORNEY DOCKET NUMBER:	80594.0003-0005		
NAME OF SUBMITTER:	Larry H. Tronco		
SIGNATURE:	/LARRY H. TRONCO/		
DATE SIGNED:	12/21/2018		
Total Attachments: 6			

CH \$65.00 4351599

source=DermOne - Schweiger Intellectual Property Transfer Agreement (final)#page1.tif
source=DermOne - Schweiger Intellectual Property Transfer Agreement (final)#page2.tif
source=DermOne - Schweiger Intellectual Property Transfer Agreement (final)#page3.tif
source=DermOne - Schweiger Intellectual Property Transfer Agreement (final)#page4.tif
source=DermOne - Schweiger Intellectual Property Transfer Agreement (final)#page5.tif
source=DermOne - Schweiger Intellectual Property Transfer Agreement (final)#page6.tif

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement (this “Agreement”) dated February 23, 2018 is among Schweiger Dermatology Group, LLC, a Delaware limited liability company (“SDG”), and Schweiger Dermatology, P.C., a New Jersey professional corporation (“Schweiger Dermatology”, and collectively with SDG, the “Purchasers”) and DermOne, LLC, a Delaware limited liability company (“DermOne Management”) and DermOne Dermatology Associates of the Garden State, P.C., a New Jersey professional corporation (the “DermOne Practice” and, collectively, with DermOne Management, the “Sellers”). The Purchasers and the Sellers are collectively referred to herein as the “Parties”. Capitalized terms not defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement by and between the Parties of even date hereof (the “Purchase Agreement”).

WHEREAS, Purchasers purchased substantially all of the assets from Sellers used in or held for the operation of the Seller’s New Jersey Practices pursuant the Purchase Agreement;

WHEREAS, Purchasers and Sellers entered into that certain Escrow Agreement dated as of even date hereof (the “Escrow Agreement”); and

WHEREAS, pursuant to the terms of the Purchase Agreement, the transfer of certain intellectual property and release of certain funds pursuant to the Escrow Agreement shall be governed by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration contained herein, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Agreement to Transfer Intellectual Property.** Upon the earlier of (1) the last sale of substantially all of the assets owned and/or managed by DermOne Management with respect to dermatology and vein practices in Texas, North Carolina and Virginia (a “Triggering Sale”), (2) cessation of the ordinary course of business with respect to dermatology and vein practices in Texas, North Carolina and Virginia managed by DermOne Management (the “Cessation of Business”), or (3) December 31, 2018 (the “Transfer Date”), the Parties shall execute an Assignment of Intellectual Property substantially in the form of Exhibit A hereto (the “Assignment”) to transfer the assets listed on Schedule 1.1(d) of the Purchase Agreement. Should the Triggering Sales or the Cessation of Business not occur on or before December 31, 2018, the Parties agree to negotiate in good faith to extend the Transfer Date.

2. **Release of Escrow.** Upon Purchasers’ receipt of the Assignment executed by Sellers, Purchasers and Sellers shall issue a Joint Release Instruction authorizing the Escrow Agent to release to DermOne, LLC the balance of the Escrow Funds (or such other amount as determined under the Escrow Agreement) from escrow pursuant to the terms of the Escrow Agreement.

3. **Amendment and Modification.** No amendment, modification, supplement, termination, consent or waiver of any provision of this Agreement, 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

Agreement and any consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

4. **Counterpart Facsimile Execution.** For purposes of this Agreement, 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 Agreement or any amendment or other document executed in compliance with this Section.

5. **Counterparts.** This Agreement 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 Agreement 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 Delaware applicable to contracts made and to be performed wholly within Delaware, without regard to choice or conflict of laws rules.


7. **Successors and Assigns.** All provisions of this Agreement 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 Agreement 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 Agreement.

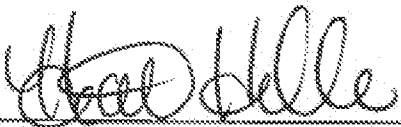
[remainder of page intentionally left blank; signatures appear on next page]

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


**DERMONE DERMATOLOGY ASSOCIATES
OF THE GARDEN STATE, P.C.**

By: 
Name: Heather Hille
Title: Secretary

DERMONE, LLC

By: 
Name: Heather Hille
Title: CEO

SCHWEIGER DERMATOLOGY GROUP, LLC

By: 
Name: Sue Lewis
Title: CDO

SCHWEIGER DERMATOLOGY GROUP, P.C.

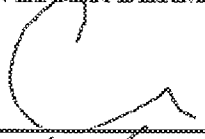
By: 
Name: Eric Schweiger, MD
Title: CEO

Exhibit A

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (“*Assignment*”) is made as of _____, 2018 by and among DermOne, LLC, a Delaware limited liability company and DermOne Dermatology Associates of the Garden State, P.C., a New Jersey 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 February 23, 2018 (the “**Purchase Agreement**,” capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Agreement) and that certain Intellectual Property Transfer Agreement dated as of February 23, 2018;

WHEREAS, Assignor is the owner of the website www.dermone.com, the phone number 800-DERMONE, and two federally registered trademarks: Dermone (logo), Reg. No. 4351676 and Dermone, Reg. No. 4351599 (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 and all goodwill associated therewith, 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 Delaware applicable to contracts made and to be performed wholly within Delaware, 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.

**DERMONE DERMATOLOGY ASSOCIATES
OF THE GARDEN STATE, P.C.**

By: _____
Name:
Title:

DERMONE, LLC

By: _____
Name:
Title:

SCHWEIGER DERMATOLOGY GROUP, LLC

By: _____
Name:
Title:

SCHWEIGER DERMATOLOGY GROUP, P.C.

By: _____
Name:
Title: