

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM511800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Forefront Dermatology, S.C.	FORMERLY Dermatology Associates of Wisconsin, S.C.	05/10/2014	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Forefront Management, LLC		
Street Address:	801 York Street		
City:	Manitowoc		
State/Country:	WISCONSIN		
Postal Code:	54220		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4454782	FOREFRONT DERMATOLOGY	
Registration Number:	4454786	FD FOREFRONT DERMATOLOGY	
CORRESPONDENCE DATA			
Fax Number:	4142766581		
<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:	(414) 276-5000		
Email:	Chad.Richter@wilaw.com		
Correspondent Name:	Chad J. Richter		
Address Line 1:	111 East Wisconsin Avenue		
Address Line 2:	Suite 1400		
Address Line 4:	Milwaukee, WISCONSIN 53202		
NAME OF SUBMITTER:	Chad J. Richter		
SIGNATURE:	/chad j. richter/		
DATE SIGNED:	02/27/2019		
Total Attachments: 66			
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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "**Agreement**") is dated as of May 10, 2014 (the "**Contribution Date**"), by and among Dermatology Associates of Wisconsin, S.C., a Wisconsin service corporation ("**DAW**"), Forefront Management Holdings, LLC, a Delaware limited liability company ("**Holdings**"), and Forefront Management, LLC, a Delaware limited liability company (the "**Company**"). Capitalized terms used in this Agreement shall have the meanings given to them in Section 4.1.

RECITALS

A. Prior to the DAW Contribution (as defined below), DAW was, and following the Contribution, Holdings, the Company and DAW are, engaged in dermatology medical practice and other dermatology-related businesses (including pathology, spa and other ancillary services performed for medical patients or others) (the "**Business**").

B. Holdings was formed as a limited liability company on April 11, 2014 under and pursuant to the Delaware Limited Liability Company Act.

C. Immediately prior to the Closing, as its initial capital contribution into Holdings, (i) DAW desires to contribute substantially all of its tangible and intangible assets to Holdings (other than the Excluded Assets) and Holdings desires to accept such contribution, upon the terms and subject to the terms and conditions set forth herein and (ii) Holdings desires to assume all of the liabilities of DAW (other than the Excluded Liabilities) (the "**DAW Contribution**").

D. The Company was formed as a limited liability company on April 11, 2014 under and pursuant to the Delaware Limited Liability Company Act.

E. Immediately following the consummation of the DAW Contribution, as its initial capital contribution into the Company, (i) Holdings desires to contribute substantially all of its tangible and intangible assets to the Company and the Company desires to accept such contribution, upon the terms and subject to the terms and conditions set forth herein and (ii) the Company desires to assume all of the liabilities of Holdings (the "**Holdings Contribution**" and together with the DAW Contribution, the "**Contribution**").

NOW THEREFORE, in consideration of the foregoing premises and the representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound agree as follows:

ARTICLE I

CONTRIBUTION OF DAW ASSETS; ISSUANCE OF HOLDINGS UNITS

SECTION 1.1 DAW Contribution. On the terms and subject to the provisions of this Agreement, DAW hereby contributes, transfers, conveys, assigns, and delivers to Holdings, free and clear of all Encumbrances, and Holdings hereby accepts, all of the business, rights, claims and assets (of every kind, nature, character and description, whether real, personal or mixed, whether tangible or intangible, whether accrued, contingent or otherwise, and

wherever situated) of DAW relating to the Business, together with all rights and privileges associated with such Assets and with the Business, other than the Excluded Assets (collectively, the “**Contributed Assets** ”), including the following Assets:

(a) Real Property Leases. The leases, subleases, licenses and other Contractual Obligations (including all amendments and modifications thereto) of real property to which DAW was a party, all of which Contractual Obligations are listed on Schedule 1.1(a) (the “**Real Property Leases**”).

(b) Personal Property. All tangible property, including all (i) machinery; (ii) equipment (including medical, office and computer equipment), (iii) vehicles, (iv) tools and instruments, (v) supplies, (vi) spare parts, (vii) furniture, (viii) office furnishings, and (ix) all other personal property (other than personal property leased pursuant to Personal Property Leases) that were owned, utilized or held for use by DAW in connection with the Business on the Contribution Date (collectively, the “**Personal Property**”), all of which is described in detail on Schedule 1.1(b).

(c) Personal Property Leases. The leases of equipment (medical or otherwise), vehicles, furniture and other personal property leased by DAW in connection with the Business, including those listed on Schedule 1.1(c) (the “**Personal Property Leases**”).

(d) Contracts. All DAW’s rights in, to and under and pursuant to the Contractual Obligations described on Schedule 1.1(d) (together with the Contractual Obligations listed on Schedules 1.1(a) and 1.1(b), the “**Assumed Contracts**”).

(e) Licenses; Permits. All Permits of DAW relating to the Business, to the extent transferable by DAW (the “**Assigned Permits**”), including those listed on Schedule 1.1(e).

(f) Customer and Marketing Information. All of DAW’s marketing information relating to the Business, including telephone numbers, lists, promotional items, marketing plans, and any other information relating to the potential and existing customers of the Business, but excluding any information that constitutes protected health information or is otherwise prohibited from being acquired under Healthcare Laws.

(g) Other Records and Files. All books, records and files (including electronic files) of DAW of every kind pertaining to the Business, including invoices, vendor lists, specifications, designs, recipes, formulas, and operating and marketing plans, and all other documents, tapes, discs, programs, electronic data (wherever stored) or other embodiments of information, including books and records relating to DAW Intellectual Property Rights.

(h) General Intangibles. All goodwill of the Business, all DAW Intellectual Property Rights, including the assets set out on Schedule 1.1(h) all telephone numbers, all website addresses, all prepaid items, all causes of action arising out of occurrences before or after the Closing Date, and other intangible rights and assets, but excluding any information that constitutes protected health information or is otherwise prohibited from being acquired under Healthcare Laws.

SECTION 1.2 Excluded Assets. The provisions of Section 1.1 notwithstanding, DAW does not transfer, assign, convey or deliver to Company, and Company does not accept the following assets of DAW (collectively the “**Excluded Assets**”):

(a) Corporate. Any rights to DAW’s charter, corporate seal, minute books, stock books and other corporate records relating to its corporate existence.

(b) Managed Care Agreements. Any Contractual Obligation concerning DAW’s participation in any Third Party Payor Programs as identified on Schedule 1.2(a) (“**Managed Care Agreements**”).

(c) Certain Employment Contracts. All employment agreements or other Contractual Obligations between DAW and a licensed physician (each a “**Physician Employee**”), physician assistant or nurse practitioner concerning the provision of health care services at any of the Facilities, all of which are listed in Schedule 1.2(c) (the “**Excluded Employment Contracts**”).

(d) Capital Stock. Any Capital Stock in DAW.

(e) Excluded Contracts. Those rights and assets pursuant to the Contractual Obligations described in Section 1.2(a), Section 1.2(b), or Schedule 1.2(e) (the “**Excluded Contracts**”).

(f) Medical Records. All patient lists, medical records, other protected health information, and rosters of physicians, physician assistants and nurse practitioners, in each case whether maintained and stored electronically or otherwise.

(g) Certain Records. Any books, records, files or other embodiments of information relating exclusively to any of the other Excluded Assets or any of the Excluded Liabilities.

(h) Notes and Accounts Receivable. All notes, drafts and accounts receivable of DAW relating to the Business.

(i) Other Excluded Assets. Those rights and assets that are described on Schedule 1.1(i).

SECTION 1.3 Liabilities Assumed. In connection with the Contemplated Transactions, on the Contribution Date, except as and to the extent specifically set forth in Section 1.4, Holdings assumes and agrees to perform and discharge all Liabilities of DAW that arose out of or related to matters occurring prior to the consummation of the DAW Contribution, of or against the Business or Contributed Assets (collectively, the “**Assumed Liabilities**”), including the following Liabilities of DAW: (a) the Liabilities arising out of the ADCS Agreement; (b) DAW’s Liabilities arising in respect of the New Clinics; and (c) DAW’s Liabilities arising from and after the Closing Date under and pursuant to the Assumed Contracts.

SECTION 1.4 Liabilities Not Assumed. Notwithstanding the provisions of Section 1.3, Holdings has not and will not assume and DAW does not transfer to Holdings the following Liabilities of DAW (all of which shall be and remain the responsibility of DAW) (the “**Excluded Liabilities**”): (a) the Liabilities of DAW under and pursuant to Excluded Contracts; (b) any Taxes imposed on DAW or for which DAW is liable or to which any of its Contributed Assets are subject, including Taxes arising out of the sale or transfer of the Contributed Assets to Company and the other Contemplated Transactions; (c)(i) any Liability of DAW or any ERISA Affiliate arising out of any claim by a current or former employee of DAW or any ERISA Affiliate, or any other individual providing services to DAW or any ERISA Affiliate for compensation or (ii) any Liability of DAW or any ERISA Affiliate under any Company Plan (including the Cash Balance Plan), (d) any Liability of DAW for any Debt; (e) all Transaction Expenses; (f) any Change of Control Payments, (g) any Liability of DAW for bonuses and unused vacation/paid-time-off days for Physician Employees related to periods ending on or before December 31, 2013 or bonuses and unused vacation/paid-time-off days for Non-Medical Employees related to periods ending on or before December 31, 2013; (h) any Liability with respect to any Action against or affecting DAW, Holdings or any of their respective officers, directors, managers or employees arising before the Closing and (i) any Liability relating to the termination of the Cash Balance Plan.

SECTION 1.5 Further Documents or Necessary Action. DAW and Holdings each shall do, execute, acknowledge, and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances, and other instruments and papers as may be reasonably required or appropriate to carry out or evidence the provisions hereof.

SECTION 1.6 Assignment of Contracts, Permits and Rights. This Agreement shall not constitute an agreement to assign or assume any Contractual Obligation or Permit or any claim, right, benefit or liability arising thereunder, if such assignment, without the approval or consent of a third party or Governmental Authority thereto, would be ineffective or would constitute a breach or other contravention thereof or give rise to any right of termination thereof and such approval or consent is not obtained (the “**DAW Unassigned Contracts**”). DAW shall use its commercially reasonable efforts to obtain the approval or consent of such third party or Governmental Authority for the assignment to or assumption by Holdings of any such Contractual Obligation, Permit, claim, right, benefit or liability arising thereunder. If, as of the Closing Date, such assignment or assumption will be ineffective or will give rise to any right of termination or other breach or default thereof, such DAW Unassigned Contract shall not be assigned and the parties hereto shall reasonably cooperate in arranging a mutually agreeable alternative to enable Holdings to obtain the benefits and assume the obligations under such Contract or Permit as of the Closing Date or as soon as practicable thereafter (including through a sub-contracting, sub-licensing, sub-participation or sub-leasing agreement, or an arrangement under which DAW would enforce such DAW Unassigned Contract for the benefit of Holdings, with Holdings, to the extent permissible, assuming DAW’s obligations and any and all rights of such party against the other party thereto). If the written approval of the Contemplated Transactions by the other party to such DAW Unassigned Contract is obtained, such written approval shall constitute a confirmation (automatically and without further action of the parties) that such DAW Unassigned Contract is assigned to Holdings as of the Closing Date, and (automatically and without further action of the parties) that the Liabilities (which constitute

Assumed Liabilities under this Agreement) with respect to such DAW Unassigned Contract are assumed by Holdings as of the Closing Date.

SECTION 1.7 Issuance of the Holdings Units. In exchange for the Contributed Assets and the Assumed Liabilities, Holdings hereby issues and delivers to DAW 10 Holdings Class A Units, 10 Holdings Class B-1 Units, and 10 Holdings Class B-2 Units, free and clear of all Encumbrances (other than Encumbrances arising under this Agreement and Encumbrances arising under securities Laws).

ARTICLE II CONTRIBUTION OF HOLDINGS ASSETS; ISSUANCE OF COMPANY UNITS

SECTION 2.1 Holdings Contribution. On the terms and subject to the provisions of this Agreement, Holdings hereby contributes, transfers, conveys, assigns, and delivers to the Company, free and clear of all Encumbrances, and the Company hereby accepts the Contributed Assets.

SECTION 2.2 Holdings Liabilities Assumed. In connection with the Contemplated Transactions, on the Contribution Date, except as and to the extent specifically set forth in Section 2.3, the Company assumes and agrees to perform and discharge all the Assumed Liabilities.

SECTION 2.3 Further Documents or Necessary Action. Holdings and the Company each shall do, execute, acknowledge, and deliver all such further acts, assurances, deeds, assignments, transfers, conveyances, and other instruments and papers as may be reasonably required or appropriate to carry out or evidence the provisions hereof.

SECTION 2.4 Issuance of Company Units. In exchange for the Contributed Assets and the Assumed Liabilities, the Company hereby issues and delivers to Holdings 50 Company Units, free and clear of all Encumbrances (other than Encumbrances arising under this Agreement and Encumbrances arising under securities Laws).

SECTION 2.5 Employees. Prior to the Closing, the Company shall offer all Non-Medical Employees "at-will" employment on such terms and conditions as the Company may determine, and the employment by the Company of any such employee who shall have accepted such offer of employment (each, a "Continuing Employee," and collectively, the "Continuing Employees") shall terminate on May 24, 2014 (the "Continuing Employee Transfer Date"). DAW shall retain sole responsibility for the payment of any employee benefits or entitlement, including severance pay, accrued vacation, sick or holiday pay, to any Continuing Employee or any other employee of DAW pursuant to any Employee Plan or applicable law as a result of or in connection with the consummation of the Contemplated Transactions, the Company shall not be obligated to assume, continue or maintain any of the Employee Plans, and no assets or liabilities of the Employee Plans shall be transferred to, or assumed by, the Company or the Company's benefit plans. Nothing in this Agreement, whether express or implied, shall: (i) confer upon any employee of DAW or the Company, or any representative of any such employee, any rights or remedies, including any right to employment or continued employment for any period or terms of employment, of any nature whatsoever, (ii)

be interpreted to prevent or restrict the Company or its affiliates from modifying or terminating the employment or terms of employment of any Continuing Employee, including the amendment or termination of any employee benefit or compensation plan, program or arrangement, on or after the Continuing Employee Transfer Date or (iii) be treated as an amendment or other modification of any of Employee Plan, the Company's benefit plan or other employee benefit plan or arrangement. DAW shall permit the Company to contact and make arrangements with the Non-Medical Employees regarding employment or prospective employment by the Company after the Closing and for the purpose of ensuring the continuity of the Business, and DAW agrees not to discourage any such employees from consulting with the Company. DAW shall take such action as is necessary to provide that all Continuing Employees who are participants in the Dermatology Associates of Wisconsin, S.C. 401(k) Plan, as amended from time to time (the "DAW 401(k) Plan"), have a fully vested and nonforfeitable interest in their entire respective account balances under such plan as of the Continuing Employee Transfer Date (regardless of their years of vesting credit under the DAW 401(k) Plan). On or prior to the Continuing Employee Transfer Date, with respect to all Continuing Employees, DAW shall contribute all contributions to the DAW 401(k) Plan (i) which are required to be made on or before the Continuing Employee Transfer Date under the DAW 401(k) Plan, and (ii) which relate to service or employee salary deferral contributions on or prior to the Continuing Employee Transfer Date, whether or not required to be made on prior to the Continuing Employee Transfer Date under the DAW 401(k) Plan.

SECTION 2.6 Closing. The closing (the "Closing") of the Contemplated Transactions shall take place simultaneously with the execution of this Agreement at the offices of Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, NY 10178, or at such other time or at such other place as may be agreed upon among DAW, the Company and Holdings, which in any event shall occur at least one (1) week prior to the closing of the transactions contemplated by the Acquisition Agreement. The date of the Closing shall be referred to herein as the "Closing Date".

SECTION 2.7 Closing Deliveries. DAW and Holdings will deliver or cause to be delivered to the Company the Intellectual Property Assignments.

ARTICLE III MISCELLANEOUS

SECTION 3.1 Successors and Assigns; No Third-Party Beneficiary. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and all such successors and permitted assigns shall be deemed to be a party hereto for all purposes hereof. No party hereto may assign, delegate, or otherwise transfer either this Agreement or any of its rights, interests, or obligations hereunder without the prior written consent of the other party hereto. This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such successors and permitted assigns, any legal or equitable rights hereunder, including any right to employment or continued employment for any period of time by reason of this Agreement, or any right to a particular term or condition of employment.

SECTION 3.2 Amendment; Waiver. No amendment or waiver of any provision of this Agreement shall be valid and binding unless it is in writing and signed, in the case of an amendment, by each party to this Agreement, or in the case of a waiver, by the party against whom the waiver is to be effective (or as otherwise expressly provided herein). No waiver by any party hereto of any breach of any representation, warranty, covenant, or agreement hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent breach of any such representation, warranty, covenant, or agreement hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any party hereto in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof.

SECTION 3.3 Governing Law. This Agreement, the negotiation, terms, and performance of this Agreement, the rights of the parties under this Agreement, and all Actions arising in whole or in part under or in connection with this Agreement, shall be governed by and construed in accordance with the domestic substantive laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

SECTION 3.4 Consent to Jurisdiction. Each party to this Agreement, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware for the purpose of any Action between the parties hereto arising in whole or in part under or in connection with this Agreement, the Contemplated Transactions, or the negotiation, terms or performance hereof, (b) hereby waives to the extent not prohibited by applicable Laws, and agrees not to assert, by way of motion, as a defense or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named court, that venue in such court is improper, that its property is exempt or immune from attachment or execution, that any such Action brought in the above-named court should be dismissed on grounds of *forum non conveniens* or improper venue, that such Action should be transferred or removed to any court other than the above-named court, that such Action should be stayed by reason of the pendency of some other Action in any other court other than the above-named court or that this Agreement or the subject matter hereof may not be enforced in or by such court, and (c) hereby agrees not to commence or prosecute any such Action other than before the above-named court. Notwithstanding the foregoing, a party hereto may commence any Action in a court other than the above-named court solely for the purpose of enforcing an order or judgment issued by the above-named court.

SECTION 3.5 Service of Process. Each party hereto hereby (a) consents to service of process in any Action between the parties hereto arising in whole or in part under or in connection with this Agreement, the Contemplated Transactions, or the negotiation, terms or performance hereof, in any manner permitted by Delaware law, (b) agrees that service of process made in accordance with clause (a) or made by overnight delivery by a nationally recognized courier service at its address specified pursuant to Section 3.8 shall constitute good and valid service of process in any such Action, and (c) waives and agrees not to assert (by way of motion, as a defense or otherwise) in any such Action any claim that service of process made in accordance with clause (a) or (b) does not constitute good and valid service of process.

SECTION 3.6 Specific Performance. Each of the parties hereto acknowledges and agrees that the other parties hereto would be damaged irreparably in the event any of the provisions of this Agreement were not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties hereto agrees that each party hereto shall be entitled to seek an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any Action instituted in the court specified in Section 3.4, in addition to any other remedy to which it may be entitled, at law or in equity. Each party hereto further agrees that, in the event of any action for an injunction or specific performance in respect of any such threatened or actual breach, it shall not assert that a remedy at law would be adequate.

SECTION 3.7 Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HERETO HEREBY WAIVE, AND COVENANT THAT THEY SHALL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT, OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, THE CONTEMPLATED TRANSACTIONS, OR THE NEGOTIATION, TERMS OR PERFORMANCE HEREOF OR THEREOF, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES HERETO AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES HERETO. THE PARTIES HERETO FURTHER AGREE TO IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING AND ANY SUCH PROCEEDING SHALL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

SECTION 3.8 Notices. All notices, requests, demands, claims, and other communications required or permitted to be delivered, given, or otherwise provided under this Agreement must be in writing and must be delivered, given, or otherwise provided: (a) by hand (in which case, it shall be effective upon delivery); (b) by facsimile (in which case, it shall be effective upon receipt of confirmation of good transmission); (c) by email (in which case, it shall be effective on the Business Day sent or, if not sent on a Business Day, on the immediately following Business Day); or (d) by overnight delivery by a nationally recognized courier service (in which case, it shall be effective on the Business Day after being deposited with such courier service), in each case, to the address (or facsimile number or email address) listed below:

If to DAW, then to:

801 York Street
Manitowoc, Wisconsin 54220
Attention: President

with copies (which shall not constitute notice) to:

Amy J. Katz
9801 Lake Shore Road

Newton, Wisconsin 53063
Email: katz_amy@mac.com

and

Perkins Coie LLP
1900 Sixteenth Street, Suite 1400
Denver, Colorado 80202
Attention: Nathaniel G. Ford
Email: nford@perkinscoie.com

and

Salutz & Salutz LLP
823 Marshall Street
Manitowoc, Wisconsin 54220
Attention: Tim Salutz
Email: tsalutz@salutzlaw.com

If to the Company:

c/o Varsity Management Company, LLC
8605 Santa Monica Blvd., #23643
Los Angeles, CA 90069
Attention: David Alpern
Email: dave@varsityhealthcarepartners.com

with a copy (which shall not constitute notice) to:

Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, N.W.
Washington, DC 20004
Attention: Joyce A. Cowan
Email: jcowan@morganlewis.com

Each of the parties to this Agreement may specify a different address or facsimile number or email address by giving notice in accordance with this Section 3.8 to each of the other parties hereto.

SECTION 3.9 Entire Agreement. This Agreement and any documents, Schedules, instruments, or certificates referred to herein or delivered in connection herewith, constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, proposals, undertakings, understandings, and agreements (including any draft agreements) with respect thereto, whether written or oral, none of which shall be used as evidence of the parties' intent.

SECTION 3.10 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under applicable Law, be invalid or unenforceable in any respect, each party hereto intends that such provision shall be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable Laws and to otherwise give effect to the intent of the parties.

SECTION 3.11 Headings. The headings contained in this Agreement are for convenience purposes only and shall not in any way affect the meaning or interpretation hereof.

SECTION 3.12 Counterparts; Electronic Signature. This Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed by facsimile or .pdf signature by any party hereto and such signature shall be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

SECTION 3.13 Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any of the provisions of this Agreement. The parties hereto intend that each representation, warranty, covenant, and agreement contained herein shall have independent significance. If any party hereto has breached any representation or warranty, or breached or failed to perform any covenant or agreement, contained herein in any respect, the fact that there exists another representation, warranty, covenant, or agreement relating to the same subject matter (regardless of the relative levels of specificity) which such party has not breached or failed to perform, shall not detract from or mitigate the fact that such party has breached or failed to perform the first representation, warranty, covenant, or agreement.

SECTION 3.14 Interpretation. Except as otherwise explicitly specified to the contrary, (a) references to a Section, Article, Exhibit or Schedule means a Section or Article of, or Exhibit or Schedule to, this Agreement, unless another agreement is specified, (b) the word "including" shall be construed as "including without limitation", (c) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case as amended or otherwise modified from time to time, (d) words in the singular or plural form include the plural and singular form, respectively, (e) words expressed in the masculine shall include the feminine and neuter genders and vice versa, (f) the word "will" shall have the same meaning as the word "shall", (g) the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and shall not simply mean "if", (h) references to "day" or "days" in the lower case means calendar days, (i) the words "hereof", "herein", "hereto", and "hereunder", and words of similar import, shall refer to this Agreement as a whole and not any particular provisions of this Agreement, (j) references to dollars or "\$" are to United States dollars, and (k) references to a

particular Person include such Person's successors and assigns to the extent not prohibited by this Agreement.

ARTICLE IV DEFINITIONS

SECTION 4.1 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Acquisition Agreement" means that certain Acquisition Agreement to be entered into by and among Varsity-DAW, LLC, Goldman, Sachs & Co., Holdings, the Company, Group, and the shareholders of Group, and, solely for the purpose of Section 2.9.1(c), Varsity Management Company, LLC.

"Action" means any claim, action, cause of action, suit (whether in contract or tort or otherwise) or audit, litigation (whether at law or in equity and whether civil or criminal), controversy, assessment, grievance, arbitration, investigation, audit, opposition, interference, hearing, mediation, charge, complaint, demand, notice or proceeding to, from, by or before any Governmental Authority or any mediator.

"ADCS Agreement" means that certain Asset Purchase Agreement, dated as of February 28, 2014 by and between DAW, Advanced Dermatology and Cosmetic Surgery L.L.C., and Kevin M. Crawford.

"Agreement" has the meaning set forth in the preamble.

"Assets" means DAW's properties, rights, and assets, whether real or personal and whether tangible or intangible, including all assets reflected in the unaudited balance sheet of DAW as of February 28, 2014 or acquired after February 28, 2014 (except for such assets which have been sold or otherwise disposed of since the February 28, 2014 in the Ordinary Course of Business).

"Assigned Permits" has the meaning set forth in Section 1.1.

"Assumed Contracts" has the meaning set forth in Section 1.1.

"Assumed Liabilities" has the meaning set forth in Section 1.3.

"Business" has the meaning set forth in the recitals.

"Business Day" means any day, other than a Saturday, Sunday or any other day on which banks located in New York, New York are authorized or required by applicable Law to be closed.

"Capital Stock" means any and all shares, interests, participations, or other equivalents (however designated) of capital stock of a corporation and any and all ownership interests in a Person (other than a corporation), including membership interests, partnership interests, joint

venture interests, and beneficial interests, and any and all warrants, options, convertible or exchangeable securities, or rights to purchase or otherwise acquire any of the foregoing.

“Cash Balance Plan” means the Dermatology Associates of Wisconsin, S.C. Cash Balance Plan.

“Change of Control Payments” means (a) any payment in respect of severance, change of control payments, stock option payments, stay bonuses, retention bonuses, transaction bonuses, and other bonuses and similar Liabilities that is created, accelerated, accrues or becomes payable by DAW, including any Taxes of DAW (or any gross-up for Taxes of any Person) payable or triggered in respect of any such payment, whether pursuant to an individual agreement, an Employee Plan or otherwise, and (b) without duplication of any other amounts included within the definition of Transaction Expenses, any other payment, expense or fee that is created, accelerated, accrues or becomes payable by DAW to any Governmental Authority or other Person under any Law or Contractual Obligation, including in connection with the making of any filings, the giving of any notices or the obtaining of any consents, authorizations or approvals, in the case of each of (a) and (b), as a result of, or in connection with (either alone or in combination with any other event, whether or not such event has occurred or will occur), the execution and delivery of this Agreement or the consummation of the Contemplated Transactions.

“Closing” has the meaning set forth in Section 2.6.

“Closing Date” has the meaning set forth in Section 2.6.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Company” has the meaning set forth in the preamble.

“Company Plan” means the benefit plans, as may be offered to similarly situated employees of the Company (or its ERISA Affiliates), that Continuing Employees shall be eligible to participate in following the Closing, including those listed on Exhibit A.

“Company Unit” means a “Unit” as such term is defined in the Company’s limited liability company operating agreement.

“Contemplated Transactions” means, collectively, the transactions contemplated by this Agreement, including (a) the DAW Contribution and (b) the Holdings Contribution.

“Continuing Employee” means all Non-Medical Employees who accept an offer of employment by the Company and who actually commence employment with the Company as of the Continuing Employee Transfer Date, as set forth on Exhibit B.

“Continuing Employee Transfer Date” has the meaning set forth in Section 2.5.

“Contractual Obligation” means, with respect to any Person, any contract, agreement, deed, mortgage, lease, sublease, license, sublicense or other legally enforceable commitment, promise, undertaking, obligation, arrangement, instrument or understanding, whether written or

oral, to which or by which such Person is a party or otherwise subject or bound or to which or by which any property, business, operation or right of such Person is subject or bound.

“**Contributed Assets**” has the meaning set forth in Section 1.1.

“**Contribution**” has the meaning set forth in the recitals.

“**Contribution Date**” has the meaning set forth in the preamble.

“**DAW**” has the meaning set forth in the preamble.

“**DAW 401(k) Plan**” has the meaning set forth in Section 2.5.

“**DAW Contribution**” has the meaning set forth in the recitals.

“**DAW Intellectual Property Rights**” means all Intellectual Property Rights owned by DAW or used by DAW in connection with the Business, including all DAW Registrations and Intellectual Property Rights in and to DAW Technology.

“**DAW Registrations**” means all patents, patent applications, registered marks and copyrights, applications for mark and copyright registrations, domain names, registered design rights, and other forms of registered Intellectual Property Rights and applications therefor, owned by or exclusively licensed to DAW.

“**DAW Technology**” means any and all Technology owned by DAW or otherwise used in connection with the Business.

“**DAW Unassigned Contracts**” has the meaning set forth in Section 1.6.

“**Debt**” means, with respect to any Person, all Liabilities of such Person, without duplication (a) for borrowed money (including overdraft facilities) or in respect of loans or advances (including, in any case, any prepayment premiums due or arising as a result of the consummation of the Contemplated Transactions), (b) evidenced by notes, bonds, debentures, or similar Contractual Obligations, (c) for deferred rent or the deferred purchase price of property, goods, or services (other than trade payables or accruals incurred in the Ordinary Course of Business and any Assumed Liabilities), (d) under capital leases or synthetic obligations which would be required to be capitalized in accordance with the GAAP, (e) in respect of letters of credit and bankers’ acceptances (in each case whether or not drawn, contingent, or otherwise), (f) in respect of deferred compensation for services or in respect of any unsatisfied obligation for “withdrawal liability” to a “multiemployer plan” as such terms are defined under ERISA, (g) for obligations arising under any interest rate, commodity, or other similar swap, cap, collar, futures contract, or other hedging arrangement, (h) for obligations which are secured, in whole or in part, by an Encumbrance on such Person’s assets or property, whether or not the secured obligation is one that has been incurred by such Person, (i) in the nature of guarantees or other obligations for any of the items described in clauses (a) through (h) above, and (j) accrued but unpaid interest, fees, penalties, premiums (including in respect of prepayment) arising with respect to any of the items described in clauses (a) through (i) above.

“Employee Plan” means any of the following, whether or not reduced to writing, and whether covering a single individual or a group of individuals, (a) an “employee benefit plan” within the meaning of Section 3(3) of ERISA, whether or not subject to ERISA, (b) a stock bonus, stock purchase, stock option, restricted stock, phantom stock, stock appreciation right or similar equity-based plan, program, agreement, policy, arrangement or Contractual Obligation, or (c) any other compensation, employment, consulting, independent contractor, medical, dental, vision, disability, workmen’s compensation or other insurance accident, salary continuation, severance, separation, deferred-compensation, retirement, cafeteria, bonus, incentive, commission, reimbursement, profit-sharing, retention, pension, change-of-control, vacation, sick pay, sick leave, unemployment, fringe-benefit, or other similar plan, program, agreement, policy, arrangement or Contractual Obligation, other than any such plan, program, agreement, policy, arrangement or Contractual Obligation required to be provided by Law.

“Encumbrance” means any charge, claim, community or other marital property interest, condition, equitable interest, lien, lease, license, option, pledge, security interest, mortgage, deed of trust, right of way, easement, encroachment, servitude, right of first offer or first refusal, or buy/sell agreement and any other restriction, encumbrance, or covenant with respect to, or condition governing the use, construction, voting (in the case of any security or equity interest), transfer or exercise of or receipt of income from, any other attribute of ownership.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means any entity that is, or at any relevant time was, a member of (a) a controlled group of corporations (as defined in Code Section 414(b)), (b) a group of trades or businesses under common control (as defined in Code Section 414(c)), (c) an affiliated service group (as defined under Code Section 414(m)), or (d) any group specified in regulations under Code Section 414(o), any of which includes, or at the relevant time included, DAW.

“Excluded Assets” has the meaning set forth in Section 1.2.

“Excluded Employment Contracts” has the meaning set forth in Section 1.2.

“Excluded Liabilities” has the meaning set forth in Section 1.4.

“Excluded Contracts” has the meaning set forth in Section 1.2.

“Facilities” means any buildings, improvements, offices or structures located on the Real Property.

“GAAP” means generally accepted accounting principles in the United States as in effect from the time.

“Government Order” means any order, writ, judgment, injunction, decree, determination, ruling or award entered by or with any Governmental Authority.

“Governmental Authority” means any United States federal, state, or local or any foreign government, or political subdivision thereof, or foreign state, or any multinational organization or authority or any authority, agency, or commission entitled to exercise any

administrative, executive, judicial, legislative, police, or regulatory power, any court or tribunal (or any department, bureau or division thereof), or any arbitrator or arbitral body.

“Group” means DAW Group Holdings, S.C., a Wisconsin service corporation.

“Healthcare Laws” means all federal and state laws, rules or regulations relating to the regulation, provision or administration of, or payment for, healthcare products or services, including (i) the federal Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)), Sections 1320a-7 and 1320a-7a of Title 42 of the United States Code, the Physician Self-Referral Law, commonly known as the “Stark Law” (42 U.S.C. §§1395nn and 1396b), the civil False Claims Act (31 U.S.C. §3729 et seq.), the Federal Criminal False Claims Act (18 U.S.C. § 287), the False Statements Relating to Health Care Matters law (18 U.S.C. § 1035), Health Care Fraud (18 U.S.C. § 1347), or any regulations promulgated pursuant to such statutes, or similar state or local statutes or regulations; (ii) the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191) and the regulations promulgated thereunder and similar state or local statutes or regulations governing the privacy or security of patient information; (iii) Medicare (Title XVIII of the Social Security Act) and the regulations promulgated thereunder; (iv) Medicaid (Title XIX of the Social Security Act) and the regulations promulgated thereunder as well as comparable state Medicaid statutes and regulations; (v) TRICARE (10 U.S.C. Section 1071 et seq.) and the regulations promulgated thereunder; (vi) quality and safety laws, rules or regulations relating to the regulation, storage, provision or administration of, or payment for, healthcare products or services, including prescription products and controlled substances, or the conducting of clinical research (e.g., Federal Food, Drug & Cosmetics Act (21 U.S.C. §§ 301 et seq.), the Controlled Substances Act (21 U.S.C. §§ 801 et seq.) and the Public Health Service Act, (42 U.S.C. §§ 201 et seq.)); (vii) laws governing the provision of services to employees with workers compensation coverage or licensure or certification as a healthcare organization to provide such services; and (viii) licensure laws, rules or regulations relating to the regulation, provision or administration of, or payment for, healthcare items, services or goods and the ownership or operation of medical equipment, supplies or accessories,, including laws relating the so-called “corporate practice of medicine” and fee splitting, each of (i) through (viii) as amended from time to time.

“Holdings Class A Unit” shall have the meaning ascribed to such term in the Holdings LLC Agreement.

“Holdings Class B-1 Unit” shall have the meaning ascribed to such term in the Holdings LLC Agreement.

“Holdings Class B-2 Unit” shall have the meaning ascribed to such term in the Holdings LLC Agreement.

“Holdings Class C Unit” shall have the meaning ascribed to such term in the Holdings LLC Agreement.

“Holdings Common Unit” shall have the meaning ascribed to such term in the Holdings LLC Agreement.

“Holdings Contribution” has the meaning set forth in the recitals.

“Holdings LLC Agreement” means the limited liability company operating agreement of Holdings, as amended, modified, supplemented, or waived from time to time.

“Intellectual Property Rights” means the entire right, title, and interest in and to all proprietary rights of every kind and nature however denominated, throughout the world, including (a) patents, patent applications, industrial designs, industrial design applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, reviews and reexaminations in connection therewith, copyrights, mask work rights, confidential information, trade secrets, database rights, and all other proprietary rights in Technology, (b) trademarks, trade names, service marks, service names, brands, trade dress and logos, and all other indicia of origin, all applications, registrations, and renewals in connection therewith, and the goodwill and activities associated therewith, (c) domain names, rights of privacy and publicity, and moral rights, including all rights of authorship, use, publication, reproduction, distribution, performance transformation, moral rights and rights of ownership of copyrightable works, (d) any and all registrations, applications, recordings, licenses, common-law rights, and contractual rights relating to any of the foregoing, and (e) all rights of privacy and publicity, including rights to the use of names, likenesses, images, voices, signatures and biographical information of real persons, as well as all Actions and rights to sue at law or in equity for any past or future infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom, and all rights to obtain renewals, continuations, divisions, or other extensions of legal protections pertaining thereto.

“Intellectual Property Assignments” means one or more assignments of the DAW Intellectual Property Rights, in the form attached hereto as Exhibit C.

“Law” means any constitution, law (including common law), statute, standard, ordinance, code, rule, regulation, resolution, or promulgation, or any Government Order, or any license, franchise, permit, or similar right granted under any of the foregoing, or any similar provision or duty or obligation having the force or effect of law, including the Healthcare Laws.

“Liabilities” means, with respect to any Person, any liability or obligation of such Person, whether known or unknown, whether asserted or unasserted, whether determined, determinable or otherwise, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, whether incurred or consequential, whether due or to become due, and whether or not required under GAAP to be accrued on the financial statements of such Person.

“Managed Care Agreements” has the meaning set forth in Section 1.2.

“New Clinics” means DAW’s recently, or soon to be, established clinics in Seymour, Indiana; Marquette, Michigan; Kenosha, Wisconsin; Muskego, Wisconsin; and Pleasant Prairie, Wisconsin.

“Non-Medical Employee” means all of DAW’s employees who are not Physician Employees, nurse practitioners, or physician assistants.

“Ordinary Course of Business” means an action taken by any Person in the ordinary course of such Person’s business which is consistent with the past customs and practices of such Person.

“Permit” means, with respect to any Person, any license, accreditation, bond, franchise, permit, consent, approval, right, privilege, certificate, or other similar authorization issued by, or otherwise granted by, any Governmental Authority or any other Person to which or by which such Person is subject or bound or to which or by which any property, business, operation, or right of such Person is subject or bound.

“Person” means any individual or corporation, association, partnership, limited liability company, joint venture, joint stock, or other company, business trust, trust, organization, labor union, Governmental Authority, or other entity of any kind.

“Personal Property” has the meaning set forth in Section 1.1.

“Personal Property Leases” has the meaning set forth in Section 1.1.

“Physician Employee” has the meaning set forth in Section 1.2.

“Real Property” means the true, correct and complete list, including addresses of each leasehold interest in real property leased, subleased, or licensed to or by, or for which a right to use or occupy has been granted to DAW and the Company, as set forth on Exhibit D.

“Real Property Leases” has the meaning set forth in Section 1.1.

“Tax” or **“Taxes”** means (a) any and all federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, built-in gain, withholding, social security (or similar taxes, including FICA), unemployment, disability, real property, personal property, escheat or unclaimed property obligation, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind or any charge of any kind in the nature of (or similar to) taxes imposed by any Governmental Authority, including any interest, penalty, or addition thereto, in each case whether disputed or not and (b) any Liability for the payment of any amounts of the type described in clause (a) of this definition as a result of being a member of an affiliated, consolidated, combined or unitary group for any period, as a result of any tax sharing or tax allocation agreement, arrangement or understanding, or as a result of being liable for another Person’s taxes as a transferee or successor, by contract or otherwise.

“Technology” means all inventions, works, discoveries, innovations, know-how, information (including ideas, research and development, formulas, algorithms, compositions, processes and techniques, data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, graphics, illustrations, artwork, documentation, and manuals), databases, computer software, firmware, computer hardware, integrated circuits and integrated circuit masks, electronic, electrical, and mechanical equipment, and all other forms of technology, including improvements, modifications, works in process, derivatives, or changes, whether tangible or intangible, embodied in any form, whether

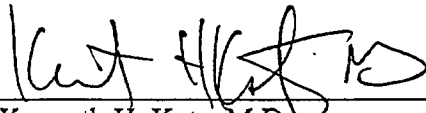
or not protectable or protected by patent, copyright, mask work right, trade secret law, or otherwise, and all documents and other materials recording any of the foregoing.

“Transaction Expenses” means all costs, fees and expenses (including legal, accounting, investment banking, advisory, and other costs, fees and expenses) incurred by any shareholders of DAW, Group or DAW in connection with the negotiation, execution and delivery of this Agreement, the Ancillary Agreements or the consummation of the Contemplated Transactions and which have not been indefeasibly paid in full prior to the Closing.

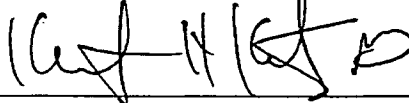
[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

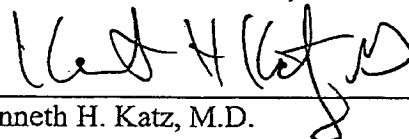
DERMATOLOGY ASSOCIATES OF WISCONSIN, S.C.

By: 
Name: Kenneth H. Katz, M.D.
Title: President

FOREFRONT MANAGEMENT HOLDINGS, LLC

By: 
Name: Kenneth H. Katz, M.D.
Title: President

FOREFRONT MANAGEMENT, LLC

By: 
Name: Kenneth H. Katz, M.D.
Title: President

Signature Page to Contribution Agreement

Schedule 1.1(a)

Real Property Leases

	Location	Landlord	Date
1	801 York Street, Manitowoc, Wisconsin 54220	DAW Buildings, LLC	October 25, 2010, as amended August 7, 2013
2	3935 Lightning Dr., Appleton, Wisconsin 54913	DAW Buildings, LLC	Amended August 7, 2013
3	700 Hillcrest Ct., Beaver Dam, Wisconsin 53916	El Paso Land Corporation	May 1, 2012
4	2617 Development Drive, Green Bay, Wisconsin 54311-4240	DAW Buildings, LLC	January 5, 2010, amended August 7, 2013
5	855 A Ave. NE, Cedar Rapids, Iowa, Suite 120	St. Luke's Development Company	February 25, 2013
6	451 Brooklyn Street, Chilton, Wisconsin 53014	Calumet Medical Center, Inc.	June 17, 2011
7	4020 Goeller Boulevard, Columbus, Indiana	Group IV Partnership, LLP (assignment of lease from Advanced Dermatology and Cosmetic Surgery L.L.C.)	February 28, 2014
8	1400 Scheuring Road, DePere, Wisconsin 54115	IAG Enterprises, LLC, amended to reflect merger of IAG Enterprises with DAW Buildings, LLC	September 10, 2007, amended August 7, 2013
9	111 Wisconsin American Dr., Fond du Lac, Wisconsin 54937	KK Buildings LLC	February 25, 2009, as amended August 7, 2013
10	7040 North Port Washington, Suite 404, Glendale, Wisconsin 53217	NCC Holdings, LLC	April 20, 2012
11	1245 Cheyenne Avenue Suite 301, Grafton, Wisconsin	1245 Building, LLC	October 28, 2010 as extended on October 17, 2013
12	4362 Cascade Road SE, Grand Rapids, Michigan 49546	4362 Cascade, LLC	June 24, 2013
13	2806 Riverview Dr., Howard, Wisconsin 54307	DAW Buildings, LLC	May 2, 2011, as amended August 7, 2013
14	1610 Maxwell Drive, Suite 210, Carmichael Professional Building, Hudson, Wisconsin	Carmichael Professional Building, LLC	October 16, 2012, as amended July 23, 2013
15	5017 Green Bay Road, Suite 138, Kenosha, Wisconsin	Shanron, LLC	June 2, 2011
16	1515 Randolph Court, Manitowoc, Wisconsin 54220	KK Building LLC	January 16, 2006 as amended August 7, 2013
17	3515 Murray St., Manitowoc, Wisconsin 54220	KK Building LLC	September 15, 2008 as amended August 7, 2013
18	1007 Harbor Hills Drive, Suite C, Marquette, Michigan	Shade Tree Holdings, LLC	November 6, 2013
19	2600 North Mayfair Road, Wauwatosa, Wisconsin 53226	Mayfair Mall, LLC	November 27, 2012, as amended May 16, 2013, and July 31, 2013
20	10303 North Port Washington Road, Mequon, Wisconsin	PJL Group	February 7, 2000, as amended June 1, 2000 and assigned to DAW on May 15, 2013
21	735 North Water Street, Milwaukee, Wisconsin	Compass Properties North Water Street, LLC	January 15, 2014
22	S69 W15472 Janesville Road, Muskego, Wisconsin	Moorland Janesville LLC	December 18, 2013

	Location	Landlord	Date
23	188 Rockwood Lane, Suite A, Neenah, Wisconsin 54956	Pujals Leasing, LLC	May 5, 2008, amended June 8, 2009
24	1620 N. Shawano Street, New London, Wisconsin	Tri County Investments, LLC	July 6, 2009
25	2 exam rooms and 1 procedure room in Westfields Hospital, 535 Hospital Road, New Richmond, Wisconsin 54017	Westfields Hospital Inc.	August 13, 2013
26	611 square feet in Community Memorial Hospital, Inc., Oconto Falls, Wisconsin	Community Memorial Hospital, Inc.	April 1, 2011 as amended March 25, 2013
27	2351 State Road 44, Oshkosh, Wisconsin 54904	DAW Buildings, LLC	June 21, 2010 as amended August 7, 2013
28	9020 76th Street, Suite E, Pleasant Prairie, Wisconsin 53158	Berwick Properties, Inc.	March 3, 2014
29	1317 West Grand Avenue, Suite #5, Port Washington, Wisconsin	Lake Hills West, LLC	July 5, 2011
30	1300 S. Green Bay Road, Suite #100, Racine Wisconsin	Racine Professional Center	April 12, 2012 as amended October 1, 2012
31	303 South Walnut Street, Seymour, Indiana 47274	ADCS Realty LLC	March 1, 2014
32	309 N. Bartlette St., Shawano, Wisconsin	Shawano Medical Center, Inc.	June 9, 2011 as amended March 16, 2012
33	1440 North 25th Street, Sheboygan, Wisconsin 53081	Sheboygan Medical Associates, LLP	May 31, 2012
34	214 Monroe Street, Sheboygan Falls, Wisconsin	Aurora Health Care Inc.	March 29, 2011
35	5501 Vern Holmes Drive, Stevens Point, Wisconsin	Portage County Business Council Foundation, Inc.	April 2012
36	33 Green Bay Rd., Sturgeon Bay, Wisconsin 54235	Door County Dermatology, LLC	October 31, 2007, as amended August 7, 2013
37	900 Riverside Drive, Suite 5, Waupaca, Wisconsin 54981	Riverside Medical Center, Inc.	March 21, 2012
38	510 N. 17th Ave., Suites B-C, Wausau, Wisconsin	Lang Realty, LLC	April 13, 2011
39	900 E. Division St., Wautoma, Wisconsin	Aurora Medical Group, Inc.	October 6, 2011 as amended July 1, 2013
40	3077 North Mayfair Road, Suite 305, Milwaukee, Wisconsin	3077 Investors Limited Partnership (later 3077 Spectrum LLC)	April 2000, as assigned February 1, 2012
41	121-133 E. Silver Spring Dr., Whitefish Bay, Wisconsin 53217	Dakota Properties, LLC	February 1, 2004, as assigned September 1, 2012 and extended February 14, 2014
42	420 Dewey Street, 3rd Floor, Suite #1, Wisconsin Rapids, Wisconsin	Riverview Hospital Association	January 1, 2013 as amended March 11, 2013
43	1414 West Fair Avenue, Suite 109, Marquette, Michigan	Marquette Medical-Dental Center Corporation (Landlord), Milton D. Soderberg, M.D. (Sublessor)	April 11, 2014

Schedule 1.1(b)

Personal Property

All tangible personal property exclusively used in the operation of the Business with respect to DAW as currently conducted, excluding all Excluded Assets.

Schedule 1.1(c)

Personal Property Leases

None.

Schedule 1.1(d)

Contracts

All contracts exclusively used in the operation of the Business as currently conducted, excluding all Excluded Contracts.

Schedule 1.1(e)

Assigned Permits


Sales and Use Tax permits in Wisconsin, Indiana, Iowa, and Michigan.

Schedule 1.1(h)

DAW Intellectual Property Rights

1. Registered service mark for FOREFRONT DERMATOLOGY, registered December 24, 2013, U.S. Reg. No. 4,454,782.



2. Registered service mark for , registered December 24, 2013, U.S. Reg. No. 4,454,786.
3. Trademark / trade name for Dermatology Associates of Wisconsin, filed March 26, 2014 with the State of Wisconsin Department of Financial Institutions.
4. Unregistered marks:



Compassion • Access • Results • Excellence

YOUR SKIN HEALTH SPECIALISTS

5. Unregistered trade names:

Forefront Dermatology

Reference is made to the Dermatology Associates of Wisconsin trade name discussed in Schedule 1.1(h), no. 3, of this Schedule.

See Attachment 1.1(h).

Domain Name	Create Date	Expiration Date	Forwarding Url	Registrant First Name	Registrant Last Name	Registrant Organization
BARNETDERMATOLOGY.ORG	11/19/2009	11/19/2014	http://dermwisconsin.com/finf/location/wauwatosa-53226	Dustin	White	Stellar Blue
CEDARRAPIDSDERMATOLOGY.COM	9/16/2013	9/16/2014	http://forefrontdermatology.com/locations/cedar-rapids-ia/	Amy	Katz	Dermatology Associates of Wisconsin
DERMATOLOGISTHUDSON.COM	9/16/2013	9/16/2014	http://dermwisconsin.com/finf/location/hudson	Amy	Katz	Dermatology Associates of Wisconsin
DERMATOLOGISTGRANDRAPIDS.COM	9/16/2013	9/16/2014	http://forefrontdermatology.com/locations/grand-rapids-mi/	Amy	Katz	Dermatology Associates of Wisconsin
DERMLOCAL.COM	3/6/2013	3/6/2015		Dustin	White	Stellar Blue Web Design
DERMPATHSOLUTIONS.COM	1/15/2014	1/15/2015		Amy	Katz	Dermatology Associates of Wisconsin
DERMRECRUIT.COM	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
DERMRECRUIT.INFO	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
DERMRECRUIT.NET	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
DERMRECRUIT.ORG	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
DERMWI.COM	3/7/2012	3/7/2015	http://dermwisconsin.com	Dustin	White	Stellar Blue Web Design
DERMWIS.COM	3/7/2012	3/7/2015	http://dermwisconsin.com	Dustin	White	Stellar Blue Web Design
DERMWISCONSIN.CO	3/7/2012	3/7/2015	http://dermwisconsin.com	Dustin	White	Stellar Blue Web Design
DERMWISCONSIN.COM	N/A	N/A				
DERMWISE.CO	3/7/2012	3/6/2015	http://dermwisconsin.com	Dustin	White	Stellar Blue Web Design
EDERMNOW.COM	9/16/2013	9/16/2014		Amy	Katz	Dermatology Associates of Wisconsin
EDERMNOW.INFO	9/16/2013	9/16/2014		Amy	Katz	Dermatology Associates of Wisconsin
EDERMNOW.NET	9/16/2013	9/16/2014		Amy	Katz	Dermatology Associates of Wisconsin
EDERMNOW.ORG	9/16/2013	9/16/2014		Amy	Katz	Dermatology Associates of Wisconsin
EXCELIN-CARE.COM	2/14/2014	2/14/2015		Amy	Katz	Dermatology Associates of Wisconsin
EXCELINSKIN.COM	2/17/2014	2/17/2015		Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTCAREERS.COM	1/15/2014	1/15/2015	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTDERM.COM	4/9/2013	4/9/2015	http://forefrontdermatology.com	Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTDERMATOLOGY.COM	4/9/2013	4/9/2015	http://forefrontdermatology.com	Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTDERMATOLOGYCAREERS.COM	1/15/2014	1/15/2015	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTDERMATOPATH.COM	1/15/2014	1/15/2015	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTDERMATOPATHOLOGY.COM	1/15/2014	1/15/2015	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTDERMPATH.COM	1/15/2014	1/15/2015	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTPHYSICIANGROUP.COM	3/18/2014	3/18/2015		Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTPHYSICIANS.COM	3/18/2014	3/18/2015		Amy	Katz	Dermatology Associates of Wisconsin
FORFRONTDERM.COM	4/10/2013	4/10/2015	http://forefrontdermatology.com	Amy	Katz	Dermatology Associates of Wisconsin
FORFRONTDERMATOLOGY.COM	4/15/2013	4/15/2015	http://www.forefrontdermatology.com	Amy	Katz	Dermatology Associates of Wisconsin
GRANDRAPIDSDERMATOLOGISTS.COM	9/16/2013	9/16/2014	http://forefrontdermatology.com/locations/grand-rapids-mi/	Amy	Katz	Dermatology Associates of Wisconsin
HUDSONDERMATOLOGIST.COM	9/16/2013	9/16/2014	http://dermwisconsin.com/finf/location/hudson	Amy	Katz	Dermatology Associates of Wisconsin
HUDSONSKINDOCTOR.COM	9/16/2013	9/16/2014	http://dermwisconsin.com/finf/location/hudson	Amy	Katz	Dermatology Associates of Wisconsin
JOINDERMATOLOGY.COM	10/1/2013	10/1/2018	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
JOINDERMSUCCESS.COM	10/21/2013	10/21/2018		Brooke	Karl	Dermatology Associates of Wisconsin
JOINDERMWISCONSIN.COM	10/1/2013	10/1/2018	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
JOINDERMWISCONSIN.ORG	10/1/2013	10/1/2018	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
JOINFORFRONT.COM	10/1/2013	10/1/2018	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
JOINFORFRONT.ORG	10/1/2013	10/1/2018	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
MEQUONDERMATOLOGY.COM	10/1/2013	10/1/2018	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
MEQUONDERMATOLOGY.COM	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
MILWAUKEEDERMATOLOGY.NET	6/14/2011	6/14/2015	http://dermwisconsin.com/finf/doctor/james-berman-md	Amy	Katz	Dermatology Associates of Wisconsin
MILWAUKEESKINCENTER.COM	6/26/2009	6/26/2014	http://www.dermwisconsin.com/finf/location/glendale	VALERIE	OSWALD-SAMSON	Internet Operations Group
MYDERMNOW.COM	2/28/2013	2/28/2015	http://www.dermwisconsin.com	Dustin	White	Stellar Blue
NORTHSHOREDERMATOLOGY.NET	6/13/2012	6/13/2014	http://www.dermwisconsin.com/finf/location/mequon	Dustin	White	AT&T Advertising Solutions
NOSLICEVASECTOMY.COM	1/24/2014	1/24/2015		Amy	Katz	Dermatology Associates of Wisconsin
PRACTICEDERM.COM	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
PRACTICEDERMATOLOGY.COM	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
PRACTICEDERMATOLOGY.INFO	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
PRACTICEDERMATOLOGY.NET	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
PRACTICEDERMATOLOGY.ORG	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
RACINEDERMATOLOGY.COM	10/26/2012	10/26/2014	http://dermwisconsin.com/finf/location/racine	Dustin	White	Stellar Blue
VISITADERM.COM	10/9/2013	10/9/2014		Amy	Katz	Dermatology Associates of Wisconsin
WAUWATOSADERMATOLOGY.COM	9/16/2013	9/16/2014	http://dermwisconsin.com/finf/location/wauwatosa-53226	Amy	Katz	Dermatology Associates of Wisconsin
WHITEFISHBAYDERMATOLOGY.COM	9/16/2013	9/16/2014	http://dermwisconsin.com/finf/location/whitefish-bay	Amy	Katz	Dermatology Associates of Wisconsin

Schedule 1.2(b)

Managed Care Agreements

Managed Care Provider	State
Anthem (BlueCross BlueShield)	Wisconsin
Arise	Wisconsin
Aspirus Network	Wisconsin
Aurora Direct Network	Wisconsin
CIGNA	Wisconsin
Common Ground	Wisconsin
Dean Health Plan	Wisconsin
FABOH	Wisconsin
HealthPartners	Wisconsin - Hudson and New Richmond
HealthSmart	Wisconsin
Humana	Wisconsin, Minnesota, Michigan, Iowa, Indiana
Humana Gold (Medicare Plan)	All
Interplan Health Group	Wisconsin
Logistics Health International (LHI)	Wisconsin
Medical Assistance (MA)	Wisconsin, Iowa, Michigan
Medicare	Wisconsin
Medicare (Replacement Plans)	Wisconsin
Naphcare (Tara Passow Only)	Wisconsin
Network Health Plan	Wisconsin
North Central Healthcare Alliance	Wisconsin
Physicians Plus Insurance Corp	Wisconsin
Prevea 360 (through Dean Health System)	Wisconsin
Prevea Health Network	Wisconsin
Security Health Plan	Wisconsin
Tricare	Wisconsin
Trilogy Health Network	Wisconsin
Ucare	Wisconsin - Hudson and New Richmond
United Health Care	Wisconsin, Minnesota, Michigan, Iowa, Indiana
WEA Trust	Wisconsin
Wheaton Franciscan Associates Network	Wisconsin
Wheaton Franciscan Provider Network	Wisconsin
Multiplan/HealtEOS/PHCS	Wisconsin, Iowa, Michigan
TheDACare/Bellin	Wisconsin
Coventry (includes First Health)	Iowa
Medicaid Medipass	Iowa
Midlands Choice	Iowa
Unity Point	Iowa
Wellmark (BlueCross BlueShield)	Iowa
BCBS of Michigan	Michigan
Blue Care Advantage	Michigan
Blue Care Network	Michigan
Cofinity	Wisconsin
Meridian Medicaid	Michigan
Upper Peninsula Health Plan	Michigan
Priority Health	Michigan
United Health Care Community Plan (MA)	Michigan

Schedule 1.2(c)

Excluded Employment Contracts

The employment agreements between DAW and each of the following individuals:

1. Lacenski, Catherine, dated June 11, 2010.
2. Katz, Kenneth H., dated January 1, 2013.
3. Nelson, Trent R., dated August 7, 2013.
4. Wagner, Tricia, dated January 1, 2009 as amended September 1, 2009, November 8, 2010 and August 7, 2013.
5. Alexander, Erik, dated April 10, 2012 as amended May 21, 2013.
6. Antonneau, Kirsten, dated September 15, 2011.
7. Augustine, David, dated August 10, 2013.
8. Augustine, Julie, dated October 22, 2013.
9. Baldwin, Jennifer, dated October 24, 2013.
10. Ballo, Frances, dated February 23, 2009.
11. Barnett, James, dated June 1, 2012.
12. Bering, Candace, dated January 1, 2013.
13. Berman, James, dated May 1, 2012.
14. Bertler, Dave, dated October 21, 2009.
15. Black, Brenda, dated September 6, 2011.
16. Bonfiglio, Anthony, dated May 7, 2013.
17. Campbell, Lisa, dated January 6, 2009.
18. Castanon, Diana, dated June 28, 2013.
19. Cihla, Michelle, dated April 8, 2010.
20. Cortese, Thomas, dated February 28, 2014.
21. Crawford, Kevin, dated February 28, 2014.
22. Gershtensen, Platina, dated March 20, 2011.
23. Gettelman, Gwen, dated May 24, 2013.
24. Greleck, Kurt, dated March 29, 2012 as amended June 4, 2012.
25. Grimm, Nicholas, dated June 1, 2011.
26. Hammel, Rikki, dated June 1, 2011.
27. Hanson, Eric, dated August 31, 2009.
28. Harvey, Marcie, dated June 1, 2011.

29. Hayward, Jonathan, dated June 1, 2011.
30. Herszenson, Sidney, dated January 31, 2012.
31. Holst, Kurt, dated July 2, 2010.
32. Katz, Peter, dated December 18, 2009 as amended June 1, 2011.
33. Keiler, Susan, dated July 25, 2010.
34. Kuphal, Dave, dated June 1, 2011.
35. Lancaster, Emilee, dated July 15, 2013.
36. Lewis, Michelle, dated January 29, 2010.
37. Lin, Paula, dated January 14, 2009 as amended October 27, 2010.
38. Lipke, Michelle, dated July 1, 2012.
39. Lynott, James, dated November 16, 2011 as amended April 12, 2012.
40. Maggiolino, Giacomo, dated October 1, 2010.
41. McCaughey, Cortney, dated May 30, 2013.
42. Messer, Peter, dated November 18, 2011.
43. Meyer, Aelayna, dated February 2, 2014.
44. Moore, Jordan, dated September 1, 2012 as amended November 1, 2012.
45. Myers, Kevin, dated June 1, 2012.
46. Natalie, August, dated December 5, 2013.
47. Negrete, Victoria, dated September 10, 2009.
48. Nelsen, David, dated January 21, 2012 as amended February 1, 2013.
49. Nietert, Elizabeth, dated May 1, 2012.
50. Osofsky, Michael, dated October 4, 2011.
51. Passow, Tara, dated and amended May 1, 2012.
52. Pattee, Sean, dated October 21, 2009.
53. Pechman, Ken, dated August 10, 2009.
54. Pietras, Thomas, dated November 19, 2012.
55. Pujals, John, dated June 8, 2009.
56. Schroth-Seiler, Beth, dated June 1, 2011.
57. Spearman, Dara, dated June 21, 2013.
58. Starling, John, dated December 10, 2009.
59. Stover, Paul, dated October 21, 2009.
60. Thaler, Diane, dated February 15, 2010.
61. Weed, Brent, dated September 24, 2010.

62. Wernli, Betsy, dated August 10, 2010.
63. Xia, Ling, dated November 19, 2009.
64. Yang, Marjorie, dated January 28, 2011.
65. Zarkhin, Semyon, dated June 9, 2010.

Schedule 1.2(e)

Excluded Contracts

Contracting Party	Payor	Date of Agreement
DAW	Alliant Health Plans, Inc.	1/1/12
DAW	Anthem Blue Cross and Blue Shield	1/1/14
Henry M. Katz, S.C.	Prevea Health Insurance Plan (Arise)	12/4/00
DAW	Aurora Health Plan Inc.	8/1/06
DAW	BlueCross BlueShield BluePlus of Minnesota	7/8/13
DAW	Children's Community Health Plan	2/28/13
DAW	Health Value Management, Inc. d/b/a ChoiceCare network	1/1/11
DAW	CIGNA	10/1/06
DAW	Common Ground Healthcare Cooperative, Inc.	1/1/14
DAW	Dean Health Plan Inc.	12/14/12
DAW	Employer Provider Network Inc.	7/8/13
DAW	Fond du Lac Area Businesses on Health (FABOH)	6/1/09
DAW	HealthEOS	6/1/13
DAW	HealthPartners, Inc.	9/4/13
DAW	Humana Insurance Company	1/1/11
DAW	Interplan Health Group	1/1/09
DAW	DAW Logistics Health Incorporated (LHI)	6/28/12
DAW	Managed Health Services Insurance Group	11/1/13
DAW	NaphCare	10/15/11
DAW	North Central Healthcare Alliance, Inc.	5/7/2013
DAW	Network Health	1/1/14
DAW	Physician Partners, LTD	1/1/09
DAW	Physicians Plus	2/28/13
Henry M. Katz, S.C.	PREVEA	12/1/00
DAW	Security Health Plan of Wisconsin, Inc.	1/1/13
DAW	Trilogy Health Insurance, Inc.	12/1/07
DAW	United Health Care	1/1/14
DAW	WEA Insurance Corporation	7/1/2008
DAW	Wheaton Franciscan Holdings, Inc. d/b/a Wheaton Franciscan Associate Network	12/21/2012
DAW	Wheaton Franciscan Provider Network	3/28/2013
DAW	Wisconsin Physicians Service	1/1/2008
DAW	Coventry Health Care of Iowa, Inc.	9/1/2013
DAW	Midlands Choice	6/17/13
DAW	Wellmark Health Plan of Iowa, Inc.	8/5/13
DAW	BlueCross BlueShield of Michigan	4/12/10
DAW	Cofinity, Inc.	1/10/2013
DAW	Priority Health Managed Benefits, Inc.	8/30/13
DAW	Priority Health	8/30/2013
DAW	Blue Care Network of Michigan	10/1/2013

Schedule 1.2(i)

Other Excluded Assets

All photographs, pictures, and artwork in 801 York Street, Manitowoc, Wisconsin.

All photographs, pictures, and artwork in 1515 Randolph Court, Manitowoc, Wisconsin.

That certain office furniture and microscope that are owned by John Pujals, M.D., located at 188 Rockwood Lane, Suite A, Neenah, Wisconsin.

All personal property of physicians and other employees.

All excluded assets as set forth in any acquisition agreement.

All inventory of prescription medications, controlled substances, and medical devices.

All inventory of goods and items intended for sale or dispensing to DAW patients

Exhibit A

Company Plan

- (a) Delta Dental PPO
- (b) United Health Care Vision Plan
- (c) United Health Care Choice Plus health insurance plan (employees)
- (d) United Health Care Choice Plus - HSA health insurance plan (employees)
- (e) Company 401(k) plan, Associated Trust Company, N.A. (Trustee), as amended on April 30, 2013.
- (f) Cash Balance Plan, Associated Wealth Management (Trustee). Cash Balance Plan has been terminated effective June 1, 2014.

Exhibit B

Continuing Employees

Continuing employees will be determined upon acceptance or non-acceptance by such employees of employment offers.

Exhibit C

Intellectual Property Assignments

See attached.

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), dated as of May 10, 2014 (the "Effective Date"), is made by and between Dermatology Associates of Wisconsin, S.C., a Wisconsin service corporation ("Assignor"), and Forefront Management Holdings, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee, together with Forefront Management, LLC, a Delaware limited liability company, are parties to that certain Contribution Agreement, dated as of May 10, 2014 (the "Contribution Agreement"), pursuant to which Assignor is transferring, assigning and delivering to Assignee the Contributed Assets, including the DAW Intellectual Property Rights.

WHEREAS, capitalized terms used and not defined in this Assignment shall have the respective meanings ascribed to them in the Contribution Agreement.

NOW, THEREFORE, in exchange for the consideration set forth in the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"Business" means dermatology medical practice and other dermatology-related businesses (including pathology, spa and other ancillary services performed for medical patients or others).

"DAW Intellectual Property Rights" means all Intellectual Property Rights owned by Assignor or used by Assignor in connection with the Business, including all DAW Registrations and Intellectual Property Rights in and to DAW Technology.

"DAW Registrations" means all patents, patent applications, registered marks and copyrights, applications for mark and copyright registrations, domain names, registered design rights, and other forms of registered Intellectual Property Rights and applications therefor, owned by or exclusively licensed to Assignor.

"DAW Technology" means any and all Technology owned by Assignor or otherwise used in connection with the Business.

"Intellectual Property Rights" means the entire right, title, and interest in and to all proprietary rights of every kind and nature however denominated, throughout the world, including (a) patents, patent applications, industrial designs, industrial design applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, reviews and reexaminations in connection therewith, copyrights, mask work rights, confidential information, trade secrets, database rights, and all other proprietary rights in Technology, (b) trademarks, trade names, service marks, service names, brands, trade dress and logos, and all other indicia of origin, all applications, registrations, and renewals in connection therewith, and the goodwill and activities associated therewith, (c) domain names, rights of privacy and publicity, and moral rights, including all rights of authorship, use, publication, reproduction, distribution, performance transformation, moral rights and rights of ownership of copyrightable works, (d) any and all registrations, applications, recordings, licenses, common-law rights, and contractual rights relating to any of the foregoing, and (e) all rights of privacy and publicity, including rights to the use of names, likenesses, images, voices, signatures and

biographical information of real persons, as well as all Actions and rights to sue at law or in equity for any past or future infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom, and all rights to obtain renewals, continuations, divisions, or other extensions of legal protections pertaining thereto.

“Technology” means all inventions, works, discoveries, innovations, know-how, information (including ideas, research and development, formulas, algorithms, compositions, processes and techniques, data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, graphics, illustrations, artwork, documentation, and manuals), databases, computer software, firmware, computer hardware, integrated circuits and integrated circuit masks, electronic, electrical, and mechanical equipment, and all other forms of technology, including improvements, modifications, works in process, derivatives, or changes, whether tangible or intangible, embodied in any form, whether or not protectable or protected by patent, copyright, mask work right, trade secret law, or otherwise, and all documents and other materials recording any of the foregoing.

2. Assignment. Assignor hereby irrevocably assigns, transfers and conveys to Assignee, its successors, assigns, and legal representatives, all right, title and interest in and to all DAW Intellectual Property Rights in perpetuity, including the assets listed on Exhibits A and B, and Assignor acknowledges that Assignee owns and will own all such existing and future right, title and interest in and to the DAW Intellectual Property Rights, including, without limitation, the right to claim priority rights deriving from any of the foregoing and the right to sue for, settle and release past, present and future infringement of any of the foregoing. Without limiting the foregoing, Assignor acknowledges that Assignee may use, sell, license, translate, copy, duplicate, record, broadcast, distribute, perform, display, add to, subtract from, arrange, rearrange, revise, modify, change, adapt and otherwise exploit the DAW Intellectual Property Rights and any derivative works thereof in Assignee’s sole and absolute discretion.

3. Further Assurances. Assignor will, at its own cost and expense, promptly execute, acknowledge and deliver to Assignee all additional instruments or documents that Assignee determines at any time to be necessary to complete the timely transfer of the DAW Intellectual Property Rights to Assignee, including without limitation, the Trademark Assignments set forth in Schedule 1 and Schedule 2 to this Assignment. Furthermore, Assignor will, at Assignee’s request, cost and expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and other applications, make all assignments and rightful oaths, and generally do everything possible to aid Assignee, its successors, assigns and nominees to obtain and enforce proper protection for the DAW Intellectual Property Rights in all countries. Assignor will not execute any agreements inconsistent with the foregoing. Without limiting the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor’s agent and attorney-in-fact to act for and on its behalf and instead of Assignor, to execute and file any documents, applications or related filings and to do all other lawfully permitted acts in furtherance of the purposes set forth above in this paragraph, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations, or other rights in connection with such DAW Intellectual Property Rights and improvements thereto with the same legal force and effect as if executed by Assignor.

4. Domain Names. Assignor will, at its own cost and expense, promptly and properly complete and submit in accordance with the applicable domain name transfer procedures, to the registrar for each of the domain names that are owned by Assignor or used by Assignor in connection with the Business, any and all instructions necessary to transfer ownership as registrant of the domain names to Assignee and covenants, agrees and undertakes to take all steps as may be reasonably necessary to effect such assignment and transfer, including executing applicable domain name registrar transfer agreements

or documents, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable, all without further compensation to the Assignor.

5. Assignor's Transfer of Documentation and Information Relating to the DAW Intellectual Property Rights. Commencing on and immediately following the Effective Date, Assignor will provide to Assignee all existing documentation and information in Assignor's possession or control that relates to the DAW Intellectual Property Rights (and to the extent information relating to the DAW Intellectual Property Rights is not in a medium that is reasonably transferable to Assignee on the date hereof, Assignor will promptly record such information in a reasonably suitable form and furnish such information to Assignee).

6. Waiver of Moral Rights. Assignor hereby irrevocably waives (and has caused all employees and contractors to waive) all rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the DAW Intellectual Property Rights and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable law.

7. Irrevocable and Binding Assignment. Assignor does not have the right to: (a) rescind any of the rights or waivers granted herein; (b) enjoin, restrain or otherwise hinder Assignee's exercise of any of the rights granted herein; or (c) enjoin, restrain or otherwise hinder, by court order or otherwise, the manufacture, use, sale, offer for sale, importation, marketing, license, translation, copying, duplication, recording, broadcasting, distribution, performance, display, addition to, subtraction from, arrangement, rearrangement, revision, modification, change, adaptation or other exploitation of the DAW Intellectual Property Rights and any derivative works thereof.

8. Entire Agreement; Amendments. This Assignment, and any documents, Exhibits, Schedules, instruments, or certificates referred to herein or delivered in connection herewith, and the Contribution Agreement constitute the entire agreement between Assignor and Assignee with respect to the subject matter hereof and supersede any and all prior discussions, negotiations, proposals, undertakings, understandings, and agreements (including any draft agreements) with respect thereto, whether written or oral, none of which shall be used as evidence of the parties' intent. In the event of a conflict between the terms of the Contribution Agreement and this Assignment, the Contribution Agreement will control.

9. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party, it being understood that all parties hereto need not sign the same counterpart. This Assignment may be executed by facsimile or .pdf signature by any party hereto and such signature shall be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

10. Governing Law. Each party to this Assignment, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware for the purpose of any Action between the parties hereto arising in whole or in part under or in connection with this Assignment, the Contemplated Transactions, or the negotiation, terms or performance hereof, (b) hereby waives to the extent not prohibited by applicable Laws, and agrees not to assert, by way of motion, as a defense or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named court, that venue in such court is improper, that its property is exempt or immune from

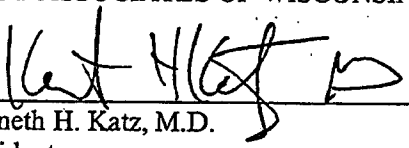
attachment or execution, that any such Action brought in the above-named court should be dismissed on grounds of forum non conveniens or improper venue, that such Action should be transferred or removed to any court other than the above-named court, that such Action should be stayed by reason of the pendency of some other Action in any other court other than the above-named court or that this Assignment or the subject matter hereof may not be enforced in or by such court, and (c) hereby agrees not to commence or prosecute any such Action other than before the above-named court. Notwithstanding the foregoing, a party hereto may commence any Action in a court other than the above-named court solely for the purpose of enforcing an order or judgment issued by the above-named court.

11. Interpretation. Except as otherwise explicitly specified to the contrary, (a) references to a Section, Article, Exhibit or Schedule means a Section or Article of, or Exhibit or Schedule to, this Assignment, unless another agreement is specified, (b) the word "including" shall be construed as "including without limitation", (c) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case as amended or otherwise modified from time to time, (d) words in the singular or plural form include the plural and singular form, respectively, (e) words expressed in the masculine shall include the feminine and neuter genders and vice versa, (f) the word "will" shall have the same meaning as the word "shall", (g) the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and shall not simply mean "if", (h) references to "day" or "days" in the lower case means calendar days, (i) the words "hereof", "herein", "hereto", and "hereunder", and words of similar import, shall refer to this Assignment as a whole and not any particular provisions of this Assignment, (j) references to dollars or "\$" are to United States dollars, and (k) references to a particular Person include such Person's successors and assigns to the extent not prohibited by this Assignment. IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

DERMATOLOGY ASSOCIATES OF WISCONSIN, S.C.

By: 
Name: Kenneth H. Katz, M.D.
Title: President

ASSIGNEE:

FOREFRONT MANAGEMENT HOLDINGS, LLC

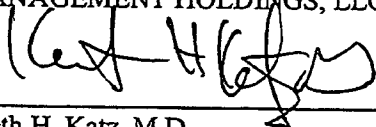

By: 
Name: Kenneth H. Katz, M.D.
Title: President

Exhibit A



1. Federally Registered Trademarks

Mark	Registration No.	Serial No.	Country	Current Status
FOREFRONT DERMATOLOGY	4,454,782	85928473	U.S.	LIVE
 FOREFRONT DERMATOLOGY	4,454,786	85928506	U.S.	LIVE

2. State Trademark Registrations

Mark	Filing Date	State	Current Status
DERMATOLOGY ASSOCIATES OF WISCONSIN	March 26, 2014	Wisconsin	LIVE

3. Unregistered Trademarks

Mark


<i>Compassion • Access • Results • Excellence</i>
YOUR SKIN HEALTH SPECIALISTS

4. Unregistered Tradenames

Tradenname
Forefront Dermatology
Dermatology Associates of Wisconsin

Exhibit B

Domain Names

See attached.

DomainName	CreateDate	ExpirationDate	ForwardingUrl	RegistrantFirst Name	RegistrantLast Name	RegistrantOrganization
BARNETTDERMATOLOGY.ORG	11/19/2009	11/19/2014	http://dermwisconsin.com/find/location/wauwatosa-53226	Dustin	White	Stellar Blue
CEDARRAPIDSDERMATOLOGY.COM	9/16/2013	9/16/2014	http://forefrontdermatology.com/locations/cedar-rapids-ia/	Amy	Katz	Dermatology Associates of Wisconsin
DERMATOLOGISTHUDSON.COM	9/16/2013	9/16/2014	http://dermwisconsin.com/find/location/hudson	Amy	Katz	Dermatology Associates of Wisconsin
DERMATOLOGISTGRANDRAPIDS.COM	9/16/2013	9/16/2014	http://forefrontdermatology.com/locations/grand-rapids-mi/	Amy	Katz	Dermatology Associates of Wisconsin
DERMLOCAL.COM	3/6/2013	3/6/2015		Dustin	White	Stellar Blue Web Design
DERMPATHSOLUTIONS.COM	1/15/2014	1/15/2015		Amy	Katz	Dermatology Associates of Wisconsin
DERMRECRUIT.COM	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
DERMRECRUIT.INFO	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
DERMRECRUIT.NET	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
DERMRECRUIT.ORG	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
DERMWI.COM	3/7/2012	3/7/2015	http://dermwisconsin.com	Dustin	White	Stellar Blue Web Design
DERMWIS.COM	3/7/2012	3/7/2015	http://dermwisconsin.com	Dustin	White	Stellar Blue Web Design
DERMWISCONSIN.CO	3/7/2012	3/6/2015	http://dermwisconsin.com	Dustin	White	Stellar Blue Web Design
DERMWISCONSIN.COM	N/A	N/A				
DERMWISE.CO	3/7/2012	3/6/2015	http://dermwisconsin.com	Dustin	White	Dermatology Associates of Wisconsin
EDERMNOW.COM	9/16/2013	9/16/2014		Amy	Katz	Stellar Blue Web Design
EDERMNOW.INFO	9/16/2013	9/16/2014		Amy	Katz	Dermatology Associates of Wisconsin
EDERMNOW.NET	9/16/2013	9/16/2014		Amy	Katz	Dermatology Associates of Wisconsin
EDERMNOW.ORG	9/16/2013	9/16/2014		Amy	Katz	Dermatology Associates of Wisconsin
EXCELIN-CARE.COM	2/14/2014	2/14/2015		Amy	Katz	Dermatology Associates of Wisconsin
EXCELSKIN.COM	2/17/2014	2/17/2015		Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTCAREERS.COM	1/15/2014	1/15/2015	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTDERM.COM	4/9/2013	4/9/2015	http://forefrontdermatology.com	Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTDERMATOLOGY.COM	4/9/2013	4/9/2019		Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTDERMATOLOGYCAREERS.COM	1/15/2014	1/15/2015	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTDERMATOPATH.COM	1/15/2014	1/15/2015		Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTDERMATOPATHOLOGY.COM	1/15/2014	1/15/2015		Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTDERMPATH.COM	1/15/2014	1/15/2015		Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTPHYSICIANGROUP.COM	3/18/2014	3/18/2015		Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTPHYSICIANS.COM	3/18/2014	3/18/2015		Amy	Katz	Dermatology Associates of Wisconsin
FORFRONTDERM.COM	4/10/2013	4/10/2015	http://forefrontdermatology.com	Amy	Katz	Dermatology Associates of Wisconsin
FORFRONTDERMATOLOGY.COM	4/15/2013	4/15/2019	http://www.forefrontdermatology.com	Amy	Katz	Dermatology Associates of Wisconsin
GRANDRAPIDSDERMATOLOGISTS.COM	9/16/2013	9/16/2014	http://forefrontdermatology.com/locations/grand-rapids-mi/	Amy	Katz	Dermatology Associates of Wisconsin
HUDSONDERMATOLOGIST.COM	9/16/2013	9/16/2014	http://dermwisconsin.com/find/location/hudson	Amy	Katz	Dermatology Associates of Wisconsin
HUDSONSKINDOCTOR.COM	9/16/2013	9/16/2014	http://dermwisconsin.com/find/location/hudson	Amy	Katz	Dermatology Associates of Wisconsin
JOINERMATOLOGY.COM	10/1/2013	10/1/2018	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
JOINERMSUCCESS.COM	10/21/2013	10/21/2018		Brooke	Karl	Dermatology Associates of Wisconsin
JOINERMWISCONSIN.COM	10/1/2013	10/1/2018	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
JOINERMWISCONSIN.ORG	10/1/2013	10/1/2018	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
JOINFORFRONT.COM	10/1/2013	10/1/2018	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
JOINFORFRONT.ORG	10/1/2013	10/1/2018	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
JOINFORFRONTDERMATOLOGY.COM	10/1/2013	10/1/2018	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
MEQUONDERMATOLOGY.COM	9/16/2013	9/16/2014	http://dermwisconsin.com/find/location/mequon	Amy	Katz	Dermatology Associates of Wisconsin
MILWAUKEEDERMATOLOGY.NET	6/14/2011	6/14/2015	http://dermwisconsin.com/find/doctor/james-berman-md	VALERIE	Katz	Dermatology Associates of Wisconsin
MILWAUKEESKINCENTER.COM	6/26/2009	6/26/2014	http://www.dermwisconsin.com/find/location/gtendale	OSWALD-SAMSON	Katz	Dermatology Associates of Wisconsin
MYDERMNOW.COM	2/28/2013	2/28/2015	http://dermwisconsin.com	Dustin	White	Internet Operations Group
NORTHSHOREDERMATOLOGY.NET	6/13/2012	6/13/2014	http://www.dermwisconsin.com/find/location/mequon	Dustin	White	Stellar Blue
NOSUCEVASECTOMY.COM	1/24/2014	1/24/2015				AT&T Advertising Solutions
PRACTICEDERM.COM	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
PRACTICEDERMATOLOGY.COM	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
PRACTICEDERMATOLOGY.INFO	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
PRACTICEDERMATOLOGY.NET	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
PRACTICEDERMATOLOGY.ORG	9/16/2013	9/16/2014	http://joindermsuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
RACINEDERMATOLOGY.COM	10/26/2012	10/26/2014	http://dermwisconsin.com/find/location/racine	Dustin	White	Stellar Blue
VISITADERM.COM	10/9/2013	10/9/2014		Amy	Katz	Dermatology Associates of Wisconsin
WAWATOSADERMATOLOGY.COM	9/16/2013	9/16/2014	http://dermwisconsin.com/find/location/wauwatosa-53226	Amy	Katz	Dermatology Associates of Wisconsin
WHITEFISHBYDERMATOLOGY.COM	9/16/2013	9/16/2014	http://dermwisconsin.com/find/location/whitefish-bay	Amy	Katz	Dermatology Associates of Wisconsin

Schedule 1

Confirmatory Trademark Assignment

Dated May 10, 2014

WHEREAS, Dermatology Associates of Wisconsin, S.C., a Wisconsin service corporation ("Assignor"), is the owner of record of the trademarks and trademark applications described on *Schedule 1-A* hereto (the "Trademarks"); and

WHEREAS, by separate instruments, dated as of May 10, 2014, Assignor assigned, sold, transferred, conveyed and delivered to Forefront Management Holdings, LLC ("Assignee") all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill associated with the business to which the Trademarks pertain.

WHEREAS this assignment document is being executed to confirm in writing the earlier transfer of the Trademarks.

NOW THEREFORE, for the consideration set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

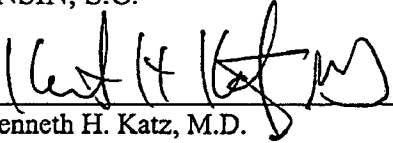
1. Assignor hereby confirms having sold, transferred, conveyed, assigned, and set over, unto Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks, including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademarks, in the United States of America and all foreign countries, together with all of the goodwill of Assignor's business to which the Trademarks pertain and symbolized by the Trademarks, all common law and statutory rights related thereto, all rights of renewal and extension, and the right to sue and recover for damages and profits for past, present, and future infringements thereof.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the owner of any and all of Assignor's rights in the Trademarks and to issue to Assignee any and all trademark registrations and service mark registrations resulting from said trademark applications and service mark applications, or any renewals of said registrations.

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment effective as of the date shown above.

DERMATOLOGY ASSOCIATES OF
WISCONSIN, S.C.

By: 
Name: Kenneth H. Katz, M.D.
Title: President

Schedule 1-A

Trademarks

Mark	Registration No.	Serial No.	Country	Current Status
FOREFRONT DERMATOLOGY	4,454,782	85928473	U.S.	LIVE
 FOREFRONT DERMATOLOGY	4,454,786	85928506	U.S.	LIVE

Schedule 2

Wisconsin Trademark Assignment

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment"), dated as of May 10, 2014 (the "Effective Date"), is made by and between Forefront Management Holdings, LLC, a Delaware limited liability company ("Assignor"), and Forefront Management, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee, together with Dermatology Associates of Wisconsin, S.C., a Wisconsin service corporation, are parties to that certain Contribution Agreement, dated as of May 10, 2014 (the "Contribution Agreement"), pursuant to which Assignor is transferring, assigning and delivering to Assignee the Contributed Assets, including the DAW Intellectual Property Rights.

WHEREAS, capitalized terms used and not defined in this Assignment shall have the respective meanings ascribed to them in the Contribution Agreement.

NOW, THEREFORE, in exchange for the consideration set forth in the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

"Business" means dermatology medical practice and other dermatology-related businesses (including pathology, spa and other ancillary services performed for medical patients or others).

"DAW Intellectual Property Rights" means all Intellectual Property Rights owned by Assignor or used by Assignor in connection with the Business, including all DAW Registrations and Intellectual Property Rights in and to DAW Technology.

"DAW Registrations" means all patents, patent applications, registered marks and copyrights, applications for mark and copyright registrations, domain names, registered design rights, and other forms of registered Intellectual Property Rights and applications therefor, owned by or exclusively licensed to Assignor.

"DAW Technology" means any and all Technology owned by Assignor or otherwise used in connection with the Business.

"Intellectual Property Rights" means the entire right, title, and interest in and to all proprietary rights of every kind and nature however denominated, throughout the world, including (a) patents, patent applications, industrial designs, industrial design applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, reviews and reexaminations in connection therewith, copyrights, mask work rights, confidential information, trade secrets, database rights, and all other proprietary rights in Technology, (b) trademarks, trade names, service marks, service names, brands, trade dress and logos, and all other indicia of origin, all applications, registrations, and renewals in connection therewith, and the goodwill and activities associated therewith, (c) domain names, rights of privacy and publicity, and moral rights, including all rights of authorship, use, publication, reproduction, distribution, performance transformation, moral rights and rights of ownership of copyrightable works, (d) any and all registrations, applications, recordings, licenses, common-law rights, and contractual rights relating to any of the foregoing, and (e) all rights of privacy and publicity, including rights to the use of names, likenesses, images, voices, signatures and

biographical information of real persons, as well as all Actions and rights to sue at law or in equity for any past or future infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom, and all rights to obtain renewals, continuations, divisions, or other extensions of legal protections pertaining thereto.

“Technology” means all inventions, works, discoveries, innovations, know-how, information (including ideas, research and development, formulas, algorithms, compositions, processes and techniques, data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, graphics, illustrations, artwork, documentation, and manuals), databases, computer software, firmware, computer hardware, integrated circuits and integrated circuit masks, electronic, electrical, and mechanical equipment, and all other forms of technology, including improvements, modifications, works in process, derivatives, or changes, whether tangible or intangible, embodied in any form, whether or not protectable or protected by patent, copyright, mask work right, trade secret law, or otherwise, and all documents and other materials recording any of the foregoing.

2. Assignment. Assignor hereby irrevocably assigns, transfers and conveys to Assignee, its successors, assigns, and legal representatives, all right, title and interest in and to all DAW Intellectual Property Rights in perpetuity, including the assets listed on Exhibits A and B, and Assignor acknowledges that Assignee owns and will own all such existing and future right, title and interest in and to the DAW Intellectual Property Rights, including, without limitation, the right to claim priority rights deriving from any of the foregoing and the right to sue for, settle and release past, present and future infringement of any of the foregoing. Without limiting the foregoing, Assignor acknowledges that Assignee may use, sell, license, translate, copy, duplicate, record, broadcast, distribute, perform, display, add to, subtract from, arrange, rearrange, revise, modify, change, adapt and otherwise exploit the DAW Intellectual Property Rights and any derivative works thereof in Assignee’s sole and absolute discretion.

3. Further Assurances. Assignor will, at its own cost and expense, promptly execute, acknowledge and deliver to Assignee all additional instruments or documents that Assignee determines at any time to be necessary to complete the timely transfer of the DAW Intellectual Property Rights to Assignee, including without limitation, the Trademark Assignments set forth in Schedule 1 and Schedule 2 to this Assignment. Furthermore, Assignor will, at Assignee’s request, cost and expense, testify in any legal proceedings, sign all lawful papers, execute all divisional, continuing, reissue, reexamination and other applications, make all assignments and rightful oaths, and generally do everything possible to aid Assignee, its successors, assigns and nominees to obtain and enforce proper protection for the DAW Intellectual Property Rights in all countries. Assignor will not execute any agreements inconsistent with the foregoing. Without limiting the foregoing, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor’s agent and attorney-in-fact to act for and on its behalf and instead of Assignor, to execute and file any documents, applications or related filings and to do all other lawfully permitted acts in furtherance of the purposes set forth above in this paragraph, including, without limitation, the perfection of assignment and the prosecution and issuance of patents, patent applications, copyright applications and registrations, trademark applications and registrations, or other rights in connection with such DAW Intellectual Property Rights and improvements thereto with the same legal force and effect as if executed by Assignor.

4. Domain Names. Assignor will, at its own cost and expense, promptly and properly complete and submit in accordance with the applicable domain name transfer procedures, to the registrar for each of the domain names that are owned by Assignor or used by Assignor in connection with the Business, any and all instructions necessary to transfer ownership as registrant of the domain names to Assignee and covenants, agrees and undertakes to take all steps as may be reasonably necessary to effect such assignment and transfer, including executing applicable domain name registrar transfer agreements

or documents, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable, all without further compensation to the Assignor.

5. Assignor's Transfer of Documentation and Information Relating to the DAW Intellectual Property Rights. Commencing on and immediately following the Effective Date, Assignor will provide to Assignee all existing documentation and information in Assignor's possession or control that relates to the DAW Intellectual Property Rights (and to the extent information relating to the DAW Intellectual Property Rights is not in a medium that is reasonably transferable to Assignee on the date hereof, Assignor will promptly record such information in a reasonably suitable form and furnish such information to Assignee).

6. Waiver of Moral Rights. Assignor hereby irrevocably waives (and has caused all employees and contractors to waive) all rights under all laws now existing or hereafter permitted, with respect to any and all purposes for which the DAW Intellectual Property Rights and any derivative works thereof may be used, including without limitation: (a) all rights under the United States Copyright Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (b) any rights of attribution and integrity or any other "moral rights of authors" existing under applicable law.

7. Irrevocable and Binding Assignment. Assignor does not have the right to: (a) rescind any of the rights or waivers granted herein; (b) enjoin, restrain or otherwise hinder Assignee's exercise of any of the rights granted herein; or (c) enjoin, restrain or otherwise hinder, by court order or otherwise, the manufacture, use, sale, offer for sale, importation, marketing, license, translation, copying, duplication, recording, broadcasting, distribution, performance, display, addition to, subtraction from, arrangement, rearrangement, revision, modification, change, adaptation or other exploitation of the DAW Intellectual Property Rights and any derivative works thereof.

8. Entire Agreement; Amendments. This Assignment, and any documents, Exhibits, Schedules, instruments, or certificates referred to herein or delivered in connection herewith, and the Contribution Agreement constitute the entire agreement between Assignor and Assignee with respect to the subject matter hereof and supersede any and all prior discussions, negotiations, proposals, undertakings, understandings, and agreements (including any draft agreements) with respect thereto, whether written or oral, none of which shall be used as evidence of the parties' intent. In the event of a conflict between the terms of the Contribution Agreement and this Assignment, the Contribution Agreement will control.

9. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party, it being understood that all parties hereto need not sign the same counterpart. This Assignment may be executed by facsimile or .pdf signature by any party hereto and such signature shall be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

10. Governing Law. Each party to this Assignment, by its execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal courts located in the State of Delaware for the purpose of any Action between the parties hereto arising in whole or in part under or in connection with this Assignment, the Contemplated Transactions, or the negotiation, terms or performance hereof, (b) hereby waives to the extent not prohibited by applicable Laws, and agrees not to assert, by way of motion, as a defense or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named court, that venue in such court is improper, that its property is exempt or immune from

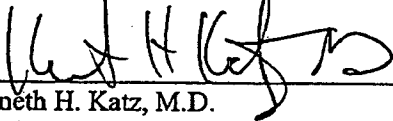
attachment or execution, that any such Action brought in the above-named court should be dismissed on grounds of forum non conveniens or improper venue, that such Action should be transferred or removed to any court other than the above-named court, that such Action should be stayed by reason of the pendency of some other Action in any other court other than the above-named court or that this Assignment or the subject matter hereof may not be enforced in or by such court, and (c) hereby agrees not to commence or prosecute any such Action other than before the above-named court. Notwithstanding the foregoing, a party hereto may commence any Action in a court other than the above-named court solely for the purpose of enforcing an order or judgment issued by the above-named court.

11. Interpretation. Except as otherwise explicitly specified to the contrary, (a) references to a Section, Article, Exhibit or Schedule means a Section or Article of, or Exhibit or Schedule to, this Assignment, unless another agreement is specified, (b) the word "including" shall be construed as "including without limitation", (c) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case as amended or otherwise modified from time to time, (d) words in the singular or plural form include the plural and singular form, respectively, (e) words expressed in the masculine shall include the feminine and neuter genders and vice versa, (f) the word "will" shall have the same meaning as the word "shall", (g) the word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and shall not simply mean "if", (h) references to "day" or "days" in the lower case means calendar days, (i) the words "hereof", "herein", "hereto", and "hereunder", and words of similar import, shall refer to this Assignment as a whole and not any particular provisions of this Assignment, (j) references to dollars or "\$" are to United States dollars, and (k) references to a particular Person include such Person's successors and assigns to the extent not prohibited by this Assignment. IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be executed and delivered by its duly authorized representative as of the Effective Date.

ASSIGNOR:

FOREFRONT MANAGEMENT HOLDINGS, LLC

By: 
Name: Kenneth H. Katz, M.D.
Title: President

ASSIGNEE:

FOREFRONT MANAGEMENT, LLC

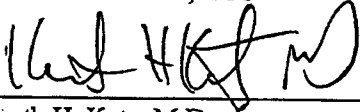

By: 
Name: Kenneth H. Katz, M.D.
Title: President

Exhibit A



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Mark	Registration No.	Serial No.	Country	Current Status
FOREFRONT DERMATOLOGY	4,454,782	85928473	U.S.	LIVE
 FOREFRONT DERMATOLOGY	4,454,786	85928506	U.S.	LIVE

2. State Trademark Registrations

MARK	Filing Date	State	Current Status
DERMATOLOGY ASSOCIATES OF WISCONSIN	March 26, 2014	Wisconsin	LIVE

3. Unregistered Trademarks

Mark


<i>Compassion • Access • Results • Excellence</i>
YOUR SKIN HEALTH SPECIALISTS

4. Unregistered Tradenames

Tradenname
Forefront Dermatology
Dermatology Associates of Wisconsin

Exhibit B

Domain Names

See attached.

DomainName	ExpiresDate	ForwardingUrl	RegistrarFirst Name	RegistrarLast Name	RegistrarOrganization
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CEDARRAPIDSDERMATOLOGY.COM	9/16/2013	http://forefrontdermatology.com/locations/wauwatosa-53226	Amy	Katz	Dermatology Associates of Wisconsin
DERMATOLOGISTHUDSON.COM	9/16/2013	http://forefrontdermatology.com/locations/cedar-rapids-ia/	Amy	Katz	Dermatology Associates of Wisconsin
DERMATOLOGYGRANDRAPIDS.COM	9/16/2013	http://forefrontdermatology.com/locations/hudson	Amy	Katz	Dermatology Associates of Wisconsin
DERMLOCAL.COM	3/6/2013	http://forefrontdermatology.com/locations/grand-rapids-mi/	Dustin	White	Stellar Blue Web Design
DERMPATHSOLUTIONS.COM	1/15/2014		Amy	Katz	Dermatology Associates of Wisconsin
DERMRECRUIT.COM	9/16/2013	http://joindersuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
DERMRECRUIT.INFO	9/16/2013	http://joindersuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
DERMRECRUIT.NET	9/16/2013	http://joindersuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
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DERMWISCONSIN.CO	3/7/2012	http://dermwisconsin.com	Dustin	White	Stellar Blue Web Design
DERMWISCONSIN.COM	N/A				
DERMWISE.CO	3/7/2012	N/A			
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EDERNOW.INFO	9/16/2013	http://dermwisconsin.com	Amy	Katz	Dermatology Associates of Wisconsin
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FOREFRONTDERM.COM	4/9/2013	http://forefrontdermatology.com	Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTDERMATOLOGY.COM	4/9/2013	http://forefrontdermatology.com	Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTDERMATOLOGYCAREERS.COM	1/15/2014	http://joindersuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
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FOREFRONTDERMATOPATHOLOGY.COM	1/15/2014	http://joindersuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTDERMPATH.COM	1/15/2014	http://joindersuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTPHYSICIANGROUP.COM	3/18/2014	http://joindersuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
FOREFRONTPHYSICIANS.COM	3/18/2014	http://joindersuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
FORFRONTDERM.COM	4/10/2013	http://forefrontdermatology.com	Amy	Katz	Dermatology Associates of Wisconsin
FORFRONTDERMATOLOGY.COM	4/15/2013	http://www.forefrontdermatology.com	Amy	Katz	Dermatology Associates of Wisconsin
GRANDRAPIDSDERMATOLOGISTS.COM	9/16/2013	http://forefrontdermatology.com/locations/grand-rapids-mi/	Amy	Katz	Dermatology Associates of Wisconsin
HUDSONDERMATOLOGIST.COM	9/16/2013	http://forefrontdermatology.com/locations/hudson	Amy	Katz	Dermatology Associates of Wisconsin
HUDSONSKINDOCTOR.COM	9/16/2013	http://dermwisconsin.com/	Amy	Katz	Dermatology Associates of Wisconsin
JOINDERMATOLOGY.COM	10/1/2013	http://joindersuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
JOINDERMSUCCESS.COM	10/21/2013	http://joindersuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
JOINDERMWISCONSIN.COM	10/1/2013	http://joindersuccess.com	Brooke	Karl	Dermatology Associates of Wisconsin
JOINDERMWISCONSIN.ORG	10/1/2013	http://joindersuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
JOINFREONT.COM	10/1/2013	http://joindersuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
JOINFREONT.ORG	10/1/2013	http://joindersuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
JOINFREONTDERMATOLOGY.COM	10/1/2013	http://joindersuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
MEQUONDERMATOLOGY.COM	9/16/2013	http://dermwisconsin.com/	Amy	Katz	Dermatology Associates of Wisconsin
MILWAUKEEEDERMATOLOGY.NET	6/14/2011	http://dermwisconsin.com/	Amy	Katz	Dermatology Associates of Wisconsin
MILWAUKEESKINCENTER.COM	6/26/2009	http://dermwisconsin.com/	Amy	Katz	Dermatology Associates of Wisconsin
MYDERMNOW.COM	2/28/2013	http://dermwisconsin.com	VALERIE	OSWALD-SAMSON	Internet Operations Group
NORTHSHOREDERMATOLOGY.NET	6/13/2012	http://www.dermwisconsin.com/	Dustin	White	Stellar Blue
NOSLICEVASECTOMY.COM	1/24/2014	http://www.dermwisconsin.com/	Dustin	White	Stellar Blue
PRACTICEDERM.COM	9/16/2013	http://joindersuccess.com	Amy	Katz	AT&T Advertising Solutions
PRACTICEDERMATOLOGY.COM	9/16/2013	http://joindersuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
PRACTICEDERMATOLOGY.INFO	9/16/2013	http://joindersuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
PRACTICEDERMATOLOGY.NET	9/16/2013	http://joindersuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
PRACTICEDERMATOLOGY.ORG	9/16/2013	http://joindersuccess.com	Amy	Katz	Dermatology Associates of Wisconsin
RACINEDERMATOLOGY.COM	10/26/2012	http://dermwisconsin.com/	Dustin	White	Stellar Blue
VISTA.DERM.COM	10/9/2013	http://dermwisconsin.com/	Amy	Katz	Dermatology Associates of Wisconsin
WAWAATOSADERMATOLOGY.COM	9/16/2013	http://dermwisconsin.com/	Amy	Katz	Dermatology Associates of Wisconsin
WHITEFISHBAYDERMATOLOGY.COM	9/16/2013	http://dermwisconsin.com/	Amy	Katz	Dermatology Associates of Wisconsin

Schedule 1

Confirmatory Trademark Assignment

Dated May 10, 2014

WHEREAS, Forefront Management Holdings, LLC, a Delaware limited liability company ("Assignor"), is the owner of record of the trademarks and trademark applications described on *Schedule 1-A* hereto (the "Trademarks"); and

WHEREAS, by separate instruments, dated as of May 10, 2014, Assignor assigned, sold, transferred, conveyed and delivered to Forefront Management, LLC ("Assignee") all of Assignor's right, title, and interest in and to the Trademarks, together with the goodwill associated with the business to which the Trademarks pertain.

WHEREAS this assignment document is being executed to confirm in writing the earlier transfer of the Trademarks.

NOW THEREFORE, for the consideration set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

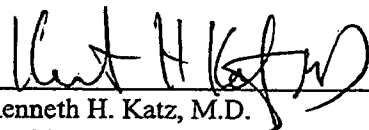
1. Assignor hereby confirms having sold, transferred, conveyed, assigned, and set over, unto Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks, including, without limitation, all registrations and applications therefor and the right to apply for and register the Trademarks, in the United States of America and all foreign countries, together with all of the goodwill of Assignor's business to which the Trademarks pertain and symbolized by the Trademarks, all common law and statutory rights related thereto, all rights of renewal and extension, and the right to sue and recover for damages and profits for past, present, and future infringements thereof.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record Assignee as the owner of any and all of Assignor's rights in the Trademarks and to issue to Assignee any and all trademark registrations and service mark registrations resulting from said trademark applications and service mark applications, or any renewals of said registrations.

[Remainder of Page Intentionally Left Blank.]


IN WITNESS WHEREOF, the undersigned has executed this Trademark Assignment effective as of the date shown above.

FOREFRONT MANAGEMENT HOLDINGS, LLC

By: 
Name: Kenneth H. Katz, M.D.
Title: President

Schedule 1-A

Trademarks

Mark	Registration No.	Serial No.	Country	Current Status
FOREFRONT DERMATOLOGY	4,454,782	85928473	U.S.	LIVE
 FOREFRONT DERMATOLOGY	4,454,786	85928506	U.S.	LIVE

Schedule 2

Wisconsin Trademark Assignment



1900 Sixteenth Street, Suite 1400
Denver, CO 80202-5255
PHONE: 303.291.2300
FAX: 303.291.2400
www.perkinscoie.com

Alexander J.A. Garcia
PHONE: (303) 291-2323
FAX: (303) 291-2423
EMAIL: AJAGarcia@perkinscoie.com

May 15, 2014

VIA FEDERAL EXPRESS

Trademark Section - State of Wisconsin
Department of Financial Institutions
201 W. Washington Ave., Suite 300
Madison, Wisconsin 53703

Re: Assignment of Trademark - "Dermatology Associates of Wisconsin"

Dear Sir or Madam:

We are writing to you to request that you record *two* separate trademark assignments against the registered trademark "Dermatology Associates of Wisconsin." Specifically, pursuant to the enclosed requests, we ask that you record the following assignments:

Assignment #1 (Record First): Dermatology Associates of Wisconsin, S.C. *to* Forefront Management Holdings, LLC

Assignment #2 (Record Second): Forefront Management Holdings, LLC *to* Forefront Management, LLC

We have also provided separate checks for each of these assignments. Please do not hesitate to contact the undersigned with any questions.

Sincerely,

Alexander J.A. Garcia
AJG:crs

Enclosures

112882-0002/LEGAL120965220.1

ANCHORAGE · BEIJING · BELLEVUE · BOISE · CHICAGO · DALLAS · DENVER · LOS ANGELES · MADISON · NEW YORK
PALO ALTO · PHOENIX · PORTLAND · SAN DIEGO · SAN FRANCISCO · SEATTLE · SHANGHAI · TAIPEI · WASHINGTON, D.C.

Perkins Coie LLP

TRADEMARK
REEL: 006575 FRAME: 0345



State of Wisconsin – Department of Financial Institutions

Assignment of Tradename/Trademark/DBA

Per Chapter 132 Wisconsin Statutes

OFFICE USE ONLY	
Received Date:	
File Date:	
Trademark/name ID:	

- Assignment is effective through duration of original registration.
- Filing fee is \$15.00 – Make checks payable to Department of Financial Institutions.

1. Assignor (legal name of original registrant) Dermatology Associates of Wisconsin, S.C.		Date of Original Filing 03/26/2014	
2. Assignor street address or physical location of business 801 York Street	City Manitowoc	State WI	Zip 54220

3. Exact name or phrase to be assigned. If assigning a design/logo, please provide a written description and include an example.

Dermatology Associates of Wisconsin

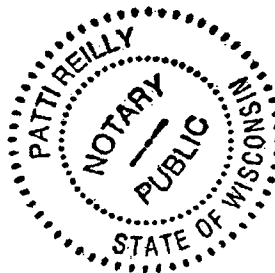
4. Assignee (legal name of entity acquiring registration) Forefront Management Holdings, LLC		5. Entity of Assignee (eg. Sole Proprietor, LLC, Partner, etc.)	
6. Assignee Street Address or Physical Location 801 York Street	City Manitowoc	State WI	Zip 54220

7. Certificate mailing address (if different from physical location)	City	State	Zip
--	------	-------	-----

8. Contact person	Email	Phone
-------------------	-------	-------

9. I, the undersigned, being duly sworn, state that: the assignor (present registrant) has adopted and used in the assignor's business the mark identified in paragraph 6 above and has registered the same in the Department of Financial Institutions of the State of Wisconsin; the above, the business to which such registration pertains; the assignor hereby assigns to said assignee all right, title and interest in and to said registration; that I am the assignor as identified in paragraph 1 above, or am duly authorized by such assignor to execute this assignment on behalf of the assignor.

10. Affix notary seal or stamp



Assignor Signature
(to be signed in the presence of a Notary)

Kenneth H. Katz MD

Printed Name

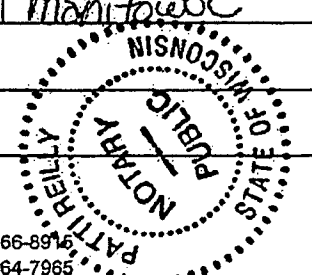
Kenneth H. Katz MD

Title

President, CEO

Subscribed and sworn to before me on this date/state/county

Date 5-10-2014	State WI	County Manitowoc
Notary Signature <i>Patti Reilly</i>		
Commission Expiration Date 2-15-2015		



This document can be made available in alternate formats, upon request, to qualifying individuals with disabilities.

Address: Trademark Section
Department of Financial Institutions
PO Box 7847
Madison WI 53707-7847

Mail to: PO Box 7847
Madison WI 53707-7847

Courier: 201 W Washington Ave Suite 300
Madison WI 53703

Contact Information:
Phone: 608-266-8916
Fax: 608-264-7965
Email: DFI-Trademark@wisconsin.gov
TTY: 771

DFI/TRD102 (02/14)



State of Wisconsin – Department of Financial Institutions

Assignment of Tradename/Trademark/DBA

Per Chapter 132 Wisconsin Statutes

OFFICE USE ONLY	
Received Date:	
File Date:	
Trademark/name ID:	

- Assignment is effective through duration of original registration.
- Filing fee is \$15.00 – Make checks payable to Department of Financial Institutions.

1. Assignor (legal name of original registrant) Forefront Management Holdings, LLC			Date of Original Filing 03/26/2014	
2. Assignor street address or physical location of business 801 York Street		City Manitowoc	State WI	Zip 54220

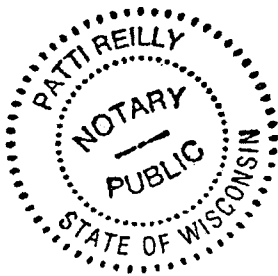
3. Exact name or phrase to be assigned. If assigning a design/logo, please provide a written description and include an example.

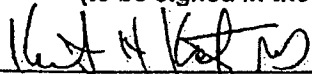

Dermatology Associates of Wisconsin

4. Assignee (legal name of entity acquiring registration) Forefront Management, LLC		5. Entity of Assignee (eg. Sole Proprietor, LLC, Partner, etc.) LLC		
6. Assignee Street Address or Physical Location 801 York Street		City Manitowoc	State WI	Zip 54220

7. Certificate mailing address (if different from physical location)	City	State	Zip
--	------	-------	-----

8. Contact person	Email	Phone
-------------------	-------	-------

<p>9. I, the undersigned, being duly sworn, state that: the assignor (present registrant) has adopted and used in the assignor's business the mark identified in paragraph 6 above and has registered the same in the Department of Financial Institutions of the State of Wisconsin; the above, the business to which such registration pertains; the assignor hereby assigns to said assignee all right, title and interest in and to said registration; that I am the assignor as identified in paragraph 1 above, or am duly authorized by such assignor to execute this assignment on behalf of the assignor.</p>	<p>10. Affix notary seal or stamp</p> 
--	---

Assignor Signature (to be signed in the presence of a Notary)		Subscribed and sworn to before me on this date/state/county		
		Date	State	County
Printed Name Kenneth H. Katz MD		5-10-2014	WI	Manitowoc
Title President - CEO		Notary Signature 		
		Commission Expiration Date 2-15-2015		

This document can be made available in alternate formats, upon request, to qualifying individuals with disabilities.

Address: Trademark Section
Department of Financial Institutions
Mail to: PO Box 7847
Madison WI 53707-7847
Courier: 201 W Washington Ave Suite 300
Madison WI 53703

Contact Information:
Phone: 608-266-8915
Fax: 608-264-7965
Email: DFI-Trademark@wisconsin.gov
TTY: 771

DFI/TRD102 (02/14)

From: (303) 291-2321
Alexander Garcia
Perkins Coie LLP
1900 Sixteenth Street
Suite 1400
Denver, CO 80202

Origin ID: TEXA



J14101402070326

Ship Date: 15MAY14
ActWgt: 1.0 LB
CAD: 2526928/NET3490

Delivery Address Bar Code



SHIP TO: (608) 266-8915

BILL SENDER

Trademark Section
State of Wisconsin/Dept. of Financi
201 W. Washington Avenue
Suite 300
MADISON, WI 53703

Ref # 112882.0002
Invoice #
PO #
Dept #

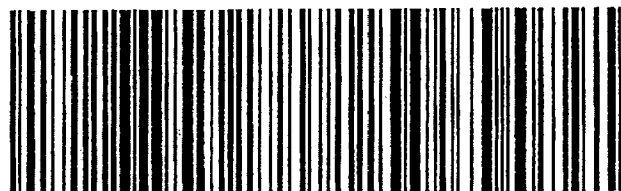
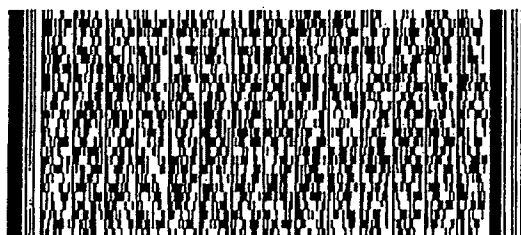
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PRIORITY OVERNIGHT

TRK# 7988 7679 8036

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After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number. Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

Exhibit D

Real Property

	Location	Landlord	Date
1	801 York Street, Manitowoc, Wisconsin 54220	DAW Buildings, LLC	October 25, 2010, as amended August 7, 2013
2	3935 Lightning Dr., Appleton, Wisconsin 54913	DAW Buildings, LLC	Amended August 7, 2013
3	700 Hillcrest Ct., Beaver Dam, Wisconsin 53916	El Paso Land Corporation	May 1, 2012
4	2617 Development Drive, Green Bay, Wisconsin 54311-4240	DAW Buildings, LLC	January 5, 2010, amended August 7, 2013
5	855 A Ave. NE, Cedar Rapids, Iowa, Suite 120	St. Luke's Development Company	February 25, 2013
6	451 Brooklyn Street, Chilton, Wisconsin 53014	Calumet Medical Center, Inc.	June 17, 2011
7	4020 Goeller Boulevard, Columbus, Indiana	Group IV Partnership, LLP (assignment of lease from Advanced Dermatology and Cosmetic Surgery L.L.C.)	February 28, 2014
8	1400 Scheuring Road, DePere, Wisconsin 54115	IAG Enterprises, LLC, amended to reflect merger of IAG Enterprises with DAW Buildings, LLC	September 10, 2007, amended August 7, 2013
9	111 Wisconsin American Dr., Fond du Lac, Wisconsin 54937	KK Buildings LLC	February 25, 2009, as amended August 7, 2013
10	7040 North Port Washington, Suite 404, Glendale, Wisconsin 53217	NCC Holdings, LLC	April 20, 2012
11	1245 Cheyenne Avenue Suite 301, Grafton, Wisconsin	1245 Building, LLC	October 28, 2010 as extended on October 17, 2013
12	4362 Cascade Road SE, Grand Rapids, Michigan 49546	4362 Cascade, LLC	June 24, 2013
13	2806 Riverview Dr., Howard, Wisconsin 54307	DAW Buildings, LLC	May 2, 2011, as amended August 7, 2013
14	1610 Maxwell Drive, Suite 210, Carmichael Professional Building, Hudson, Wisconsin	Carmichael Professional Building, LLC	October 16, 2012, as amended July 23, 2013
15	5017 Green Bay Road, Suite 138, Kenosha, Wisconsin	Shanron, LLC	June 2, 2011
16	1515 Randolph Court, Manitowoc, Wisconsin 54220	KK Building LLC	January 16, 2006 as amended August 7, 2013
17	3515 Murray St., Manitowoc, Wisconsin 54220	KK Building LLC	September 15, 2008 as amended August 7, 2013
18	1007 Harbor Hills Drive, Suite C, Marquette, Michigan	Shade Tree Holdings, LLC	November 6, 2013
19	2600 North Mayfair Road, Wauwatosa, Wisconsin 53226	Mayfair Mall, LLC	November 27, 2012, as amended May 16, 2013, and July 31, 2013
20	10303 North Port Washington Road, Mequon, Wisconsin	PJL Group	February 7, 2000, as amended June 1, 2000 and assigned to DAW on May 15, 2013
21	735 North Water Street, Milwaukee, Wisconsin	Compass Properties North Water Street, LLC	January 15, 2014

TRADEMARK

REEL: 006575 FRAME: 0349

	Location	Landlord	Date
22	S69 W15472 Janesville Road, Muskego, Wisconsin	Moorland Janesville LLC	December 18, 2013
23	188 Rockwood Lane, Suite A, Neenah, Wisconsin 54956	Pujals Leasing, LLC	May 5, 2008, amended June 8, 2009
24	1620 N. Shawano Street, New London, Wisconsin	Tri County Investments, LLC	July 6, 2009
25	2 exam rooms and 1 procedure room in Westfields Hospital, 535 Hospital Road, New Richmond, Wisconsin 54017	Westfields Hospital Inc.	August 13, 2013
26	611 square feet in Community Memorial Hospital, Inc., Oconto Falls, Wisconsin	Community Memorial Hospital, Inc.	April 1, 2011 as amended March 25, 2013
27	2351 State Road 44, Oshkosh, Wisconsin 54904	DAW Buildings, LLC	June 21, 2010 as amended August 7, 2013
28	9020 76th Street, Suite E, Pleasant Prairie, Wisconsin 53158	Berwick Properties, Inc.	March 3, 2014
29	1317 West Grand Avenue, Suite #5, Port Washington, Wisconsin	Lake Hills West, LLC	July 5, 2011
30	1300 S. Green Bay Road, Suite #100, Racine Wisconsin	Racine Professional Center	April 12, 2012 as amended October 1, 2012
31	303 South Walnut Street, Seymour, Indiana 47274	ADCS Realty LLC	March 1, 2014
32	309 N. Bartlette St., Shawano, Wisconsin	Shawano Medical Center, Inc.	June 9, 2011 as amended March 16, 2012
33	1440 North 25th Street, Sheboygan, Wisconsin 53081	Sheboygan Medical Associates, LLP	May 31, 2012
34	214 Monroe Street, Sheboygan Falls, Wisconsin	Aurora Health Care Inc.	March 29, 2011
35	5501 Vern Holmes Drive, Stevens Point, Wisconsin	Portage County Business Council Foundation, Inc.	April 2012
36	33 Green Bay Rd., Sturgeon Bay, Wisconsin 54235	Door County Dermatology, LLC	October 31, 2007, as amended August 7, 2013
37	900 Riverside Drive, Suite 5, Waupaca, Wisconsin 54981	Riverside Medical Center, Inc.	March 21, 2012
38	510 N. 17th Ave., Suites B-C, Wausau, Wisconsin	Lang Realty, LLC	April 13, 2011
39	900 E. Division St., Wautoma, Wisconsin	Aurora Medical Group, Inc.	October 6, 2011 as amended July 1, 2013
40	3077 North Mayfair Road, Suite 305, Milwaukee, Wisconsin	3077 Investors Limited Partnership (later 3077 Spectrum LLC)	April 2000, as assigned February 1, 2012
41	121-133 E. Silver Spring Dr., Whitefish Bay, Wisconsin 53217	Dakota Properties, LLC	February 1, 2004, as assigned September 1, 2012 and extended February 14, 2014
42	420 Dewey Street, 3rd Floor, Suite #1, Wisconsin Rapids, Wisconsin	Riverview Hospital Association	January 1, 2013 as amended March 11, 2013
43	1414 West Fair Avenue, Suite 109, Marquette, Michigan	Marquette Medical-Dental Center Corporation (Landlord), Milton D. Soderberg, M.D. (Sublessor)	April 11, 2014

TRADEMARK