

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM529105

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Soderstrom Dermatology Center, S.C.		06/21/2019	medical service corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MedPro Advantage, LLC		
<b>Street Address:</b>	500 Boylston Street, 20th Floor		
<b>Internal Address:</b>	c/o H.I.G. Growth Partners, LLC		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Limited Liability Company: ILLINOIS		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3781674	FOR A LIFETIME OF BEAUTIFUL SKIN	
<b>Registration Number:</b>	3720001	FOR A LIFETIME OF BEAUTIFUL SKIN	
<b>Registration Number:</b>	3867306	GOOD BYE RAZOR HELLO LASER	
<b>Registration Number:</b>	4217037	SKIN DIMENSIONS	
<b>Registration Number:</b>	3285285	SKIN DIMENSIONS	
<b>Registration Number:</b>	4224778	SODERSTROM SKIN INSTITUTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037125197		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	703-712-5337		
<b>Email:</b>	jhowell2@mcguirewoods.com		
<b>Correspondent Name:</b>	Emily S. Voorheis		
<b>Address Line 1:</b>	1750 Tysons Boulevard		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Tysons, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	2077637-0005		
<b>NAME OF SUBMITTER:</b>	Emily S. Voorheis		

OP \$165.00 3781674

<b>SIGNATURE:</b>	/Emily S. Voorheis/
<b>DATE SIGNED:</b>	06/25/2019
<b>Total Attachments: 8</b> source=IP Assignment Agreement - MedPro Advantage#page1.tif source=IP Assignment Agreement - MedPro Advantage#page2.tif source=IP Assignment Agreement - MedPro Advantage#page3.tif source=IP Assignment Agreement - MedPro Advantage#page4.tif source=IP Assignment Agreement - MedPro Advantage#page5.tif source=IP Assignment Agreement - MedPro Advantage#page6.tif source=IP Assignment Agreement - MedPro Advantage#page7.tif source=IP Assignment Agreement - MedPro Advantage#page8.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*Assignment*”) is dated as of June 21, 2019 (“*Closing Date*”), and is entered into by and between Soderstrom Dermatology Center, S.C., an Illinois medical service corporation (“*Assignor*”), as assignor, and MedPro Advantage, LLC, an Illinois limited liability company, (“*Assignee*”), as assignee. The Assignment shall be effective as of the Closing of that certain Interest and Asset Purchase Agreement, by and among Assignor; Assignee; SkinDimensionsOnline.com, LLC; Carl W. Soderstrom, M.D.; the Carl W. Soderstrom, Jr. Declaration of Trust; for the limited purposes state therein, Christina M. Peugh; the Minority Interest Holders; CWS 2018 Grantor Retained Annuity Trust; CWS 2018 Grantor Retained Annuity Trust No. 2; CWS 2019 Grantor Retained Annuity Trust No. 1; CWS 2019 Grantor Retained Annuity Trust No. 2; the for the limited purposes state therein, Sellers’ Representative; and Soderstrom Primary Holdings, LLC (the “*Purchase Agreement*”). Unless specifically designated elsewhere herein, capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed thereto in the Purchase Agreement.

WHEREAS, reference is hereby made to the Purchase Agreement, which, along with the promises contained herein, constitute mutual consideration for the promises herein;

WHEREAS, pursuant to Section 1.1 of the Purchase Agreement, Assignor has agreed to sell, convey, assign, transfer, and deliver to Assignee and Assignee has agreed to purchase, acquire, and accept from Assignor, all of Assignor’s right, title, and interest in and to the Purchased Assets, including, without limitation, subject to Section 1.4 of the Purchase Agreement, the Intellectual Property owned by, licensed to or otherwise used by Assignor in the Business Operations of Assignor; and

WHEREAS, Assignor has agreed to enter into this Assignment to be effective as of the Closing Date.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby irrevocably sells, conveys, assigns, transfers, and sets over, unto Assignee, its successors, legal representatives, and assigns, and Assignee hereby purchases and acquires from Assignor, free and clear of all Encumbrances, all of Assignor’s right, title, and interest in and to all Intellectual Property constituting and relating to the Business Operations of Assignor and all the goodwill associated therewith, including the Intellectual Property set forth on Exhibit A, together with any pending applications or registrations thereof, any and all common law rights to any Marks, any and all income royalties, or payments due or payable as of the Closing Date or thereafter, including, without limitation, the right to sue for any and all past, present and future infringements of such Intellectual Property, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto (“*Assigned IP*”).

2. Assignor hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee good and indefeasible title to the Assigned IP, to otherwise establish the record of Assignee's title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee's request (and at Assignee's costs), in exercising any rights with respect thereto.
  - a. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer the Assigned IP to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.
  - b. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office or the offices in which any of the Assigned IP listed in Exhibit A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or its agents, affiliates or attorneys, Assignor shall execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.
  - c. In order to enable the use by Assignee of the Domain Names set forth on Exhibit A, Assignor agrees to provide Assignee, on the Closing Date, with any account information with any Person with whom the Domain Names are registered, if any, including any user names and passwords of Assignor relating thereto. Assignor shall take such actions as are necessary to effectuate the transfer of ownership and control of the Domain Names to Assignee and otherwise enable Assignee to register the Domain Names in the name of Assignee with the domain name registry of Assignee's choosing.
3. This Assignment is and will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Assignment, express or implied, is intended to confer upon any person, other than the parties, any rights or remedies under or by reason of this Assignment.
4. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. To the extent any term or

provision herein is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

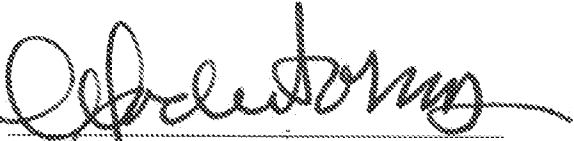
5. This Assignment may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. This Assignment and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by facsimile (or equivalent electronic transmission), will be treated in all manner and respects as an original contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

*[Signature page follows.]*

IN WITNESS WHEREOF, Assignor and Assignee hereto have caused this Assignment to be executed as of the Closing Date.

**ASSIGNOR:**

**Soderstrom Dermatology Center, S.C.**, an Illinois medical service corporation

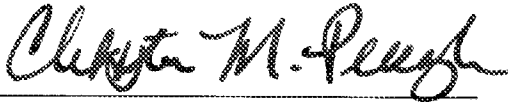
By: 

Name: Carl W. Soderstrom, M.D.

Title: President

**ASSIGNEE:**

**MedPro Advantage, LLC**, an Illinois limited liability company

By: 

Name: Christina M. Peugh

Title: Chief Executive Officer

**EXHIBIT A**  
**ASSIGNED IP**

1. Patents

None.

2. Trademarks

**Registered Marks**

Trademark	App. No.	Reg. No.	Reg. Date	Class(es)	Goods
FOR A LIFETIME OF BEAUTIFUL SKIN	77/370624	3781674	27-Apr-2010	I.C. 3	Non-medicated skin care products, namely, lotions, creams, moisturizers, exfoliants, gels, and cleansers
FOR A LIFETIME OF BEAUTIFUL SKIN	77/978143	3720001	01-Dec-2009	I.C. 44	Cosmetic and plastic surgery services, health and day spa services, namely, cosmetic body, facial and nail care services, medical services, namely, dermatology services
GOOD BYE RAZOR HELLO LASER	77/965189	3867306	26-Oct-2010	I.C. 44	Laser hair removal services
SKIN DIMENSIONS	85/529257	4217037	02-Oct-2012	I.C. 3, 5, 35	Non-medicated skin care preparations; sun screen; skin cleansers; bath oils; exfoliant scrubs; cosmetics and cosmetic preparations for skin care in I.C. 3  Medicated skin care preparations in I.C. 5  Online retail store featuring cosmetics, skin care products, sun screen, fragrances, bath oils, skin cleansers, and personal care products; retail store featuring cosmetics, skin care products, sun screen, fragrances, bath oils, skin cleansers, and personal care products in I.C. 35
SKIN DIMENSIONS	77/059921	3285285	28-Aug-2007	44	Health spa services, namely, cosmetic body care services
SODERSTROM SKIN INSTITUTE	85/529254	4224778	16-Oct-2012	I.C. 44	Dermatology services; cosmetic and reconstructive surgery services; day spa services, namely, nail care, manicures, pedicures and nail enhancements; cosmetology services; massage therapy services

3. Copyrights

None.

4. Domain Names

DAYSPAPEORIA.COM  
DECADESOFBEAUTY.BIZ  
DECADESOFBEAUTY.COM  
DECADESOFBEAUTY.INFO  
DECADESOFBEAUTY.NET  
DERMART.BIZ  
DERMART.INFO  
DERMART.ORG  
DERMART.US  
DERMMART.BIZ  
DERMMART.COM  
DERMMART.INFO  
DERMMART.NET  
DERMMART.ORG  
fortygavels.com  
IOWADERMATOLOGYINSTITUTE.BIZ  
IOWADERMATOLOGYINSTITUTE.COM  
IOWADERMATOLOGYINSTITUTE.INFO  
IOWADERMATOLOGYINSTITUTE.NET  
IOWADERMATOLOGYINSTITUTE.ORG  
laserlipoqc.com  
LIFETIMEOFBEAUTY.BIZ  
LIFETIMEOFBEAUTY.COM  
LIFETIMEOFBEAUTY.INFO  
LIFETIMEOFBEAUTY.NET  
MEDPROADVANTAGE.BIZ  
MEDPROADVANTAGE.COM  
MEDPROADVANTAGE.INFO  
MEDPROADVANTAGE.NAME  
MEDPROADVANTAGE.NET  
MEDPROADVANTAGE.ORG  
MEDPROADVANTAGE.US  
MYDERMRX.BIZ  
MYDERMRX.COM  
MYDERMRX.NET  
MYDERMRX.ORG  
PEORIAAMBULATORYSURGERYCENTER.BIZ  
PEORIAAMBULATORYSURGERYCENTER.COM  
PEORIAAMBULATORYSURGERYCENTER.INFO



PEORIAAMBULATORYSURGERYCENTER.NET  
PEORIAAMBULATORYSURGERYCENTER.ORG  
PEORIAABREASTENHANCE.COM  
PEORIAABREASTENHANCEMENT.COM  
qcbreastenhance.com  
qcbreastenhancement.com  
reubensoderstromfoundation.com  
reubensoderstrom.com  
SAVEDRSODERSTROMANDDRLOMAXFORPATIENTSOFOSFHMO.COM  
sdds.healthcare  
SKINDIMENIONSBOUTIQUE.BIZ  
SKINDIMENIONSBOUTIQUE.COM  
SKINDIMENIONSBOUTIQUE.INFO  
SKINDIMENIONSBOUTIQUE.NET  
SKINDIMENIONSBOUTIQUE.ORG  
SKINDIMENSIONMD.BIZ  
SKINDIMENSIONMD.COM  
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SKINDIMENSIONMD.US  
SKINDIMENSIONS.BIZ  
SKINDIMENSIONS.INFO  
skindimensions.ink  
SKINDIMENSIONS.NET  
SKINDIMENSIONS.ORG  
SKINDIMENSIONS.US  
SKINDIMENSIONSMD.BIZ  
SKINDIMENSIONSMD.COM  
SKINDIMENSIONSMD.INFO  
SKINDIMENSIONSMD.NET  
SKINDIMENSIONSMD.ORG  
SKINDIMENSIONSMD.US  
skindimensionsmedspa.com  
SKINDIMENSIONSONLINE.BIZ  
SKINDIMENSIONSONLINE.COM  
SKINDIMENSIONSONLINE.INFO  
SKINDIMENSIONSONLINE.NAME  
SKINDIMENSIONSONLINE.NET  
SKINDIMENSIONSONLINE.ORG  
SKINDIMENSIONSSB.COM  
SKINDIMENSIONSSB.INFO  
SKINDIMENSIONSSB.NET  
SODERSTROM.TV  
SODERSTROMACNECLINIC.BIZ  
SODERSTROMACNECLINIC.COM

SODERSTROMACNECLINIC.INFO  
SODERSTROMACNECLINIC.NET  
SODERSTROMACNECLINIC.ORG  
SODERSTROMDERMATOLOGYCENTER.BIZ  
SODERSTROMDERMATOLOGYCENTER.COM  
SODERSTROMDERMATOLOGYCENTER.INFO  
SODERSTROMDERMATOLOGYCENTER.NET  
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SODERSTROMLASERCENTER.COM  
SODERSTROMLASERCENTER.INFO  
SODERSTROMLASERCENTER.NET  
SODERSTROMLASERCENTER.ORG  
soderstrommedspa.com  
soderstromsignatureplan.com  
SODERSTROMSKIN.COM  
SODERSTROMSKIN.NET  
SODERSTROMSKINCARE.COM  
SODERSTROMSKINCARE.INFO  
SODERSTROMSKINCARE.NET  
SODERSTROMSKINCARE.ORG  
SODERSTROMSKININSTITUTE.BIZ  
SODERSTROMSKININSTITUTE.COM  
SODERSTROMSKININSTITUTE.INFO  
SODERSTROMSKININSTITUTE.NET  
SODERSTROMSKININSTITUTE.ORG  
soderstromvip.com  
soderstromvipclub.com  
soderstromvipclub.org  
ssi.healthcare  
ssireward.com  
WEKNOWACNE.COM  
WEKNOWBODYSCULPTING.COM  
weknowcosmeticsurgery.com  
WEKNOWLASERS.COM  
WEKNOWSKINCANCER.COM  
newdimensionsdayspa.com  
newdimensionsdayspa.net  
skindimensionsdayspa.com  
skindimensionsdayspa.net  
skindimensionsforhim.com  
skinnews.com