

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541150

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Long Island Minimally Invasive Surgery, P.C.		08/26/2019	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	SSJA Bariatric Management LLC		
Street Address:	125 Mineola Ave, Suite 200		
City:	Roslyn Heights		
State/Country:	NEW YORK		
Postal Code:	11577		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4370938	NEW YORK BARIATRIC GROUP	
Registration Number:	4370937	NEW YORK BARIATRIC GROUP	
Registration Number:	4370939		
Registration Number:	4282434		
CORRESPONDENCE DATA			
Fax Number:	6508597500		
<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:	1 650 859 7021		
Email:	NATHALIE.LOC@KIRKLAND.COM		
Correspondent Name:	NATHALIE LOC		
Address Line 1:	3330 Hillview Avenue		
Address Line 2:	KIRKLAND & ELLIS, LLP		
Address Line 4:	PALO ALTO, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	35406-235		
NAME OF SUBMITTER:	NATHALIE LOC		
SIGNATURE:	/NATHALIE LOC/		
DATE SIGNED:	09/17/2019		
Total Attachments: 4			

CH \$115.00 4370938

source=NYBG - Trademark Assignment (Executed)_(63795290_1)#page1.tif
source=NYBG - Trademark Assignment (Executed)_(63795290_1)#page2.tif
source=NYBG - Trademark Assignment (Executed)_(63795290_1)#page3.tif
source=NYBG - Trademark Assignment (Executed)_(63795290_1)#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of August 26, 2019 (the “**Effective Date**”), by Long Island Minimally Invasive Surgery, P.C., a New York professional corporation (“**Assignor**”) in favor of SSJA Bariatric Management LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee are among the parties to that certain Securities Purchase Agreement, dated as of August 26, 2019 (as amended, supplemented or modified, the “**Purchase Agreement**”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all right, title and interest in, to and under the trademarks set forth on Schedule A, together with the goodwill associated therewith (collectively, the “**Trademarks**”) and Assignee desires to acquire all such right, title, and interest;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement, Assignor hereby agrees as follows:

1. Assignment. For the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee, any and all of Assignor’s right, title and interest in, to and under the Trademarks (including, without limitation, the goodwill associated therewith) in the United States and throughout the world, the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, (a) all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and (b) all rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation, or other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing.

2. Recording. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental authorities, and the parties hereby authorize any such governmental authorities to record this Assignment.

3. Further Assurances. From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery or other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to record, perfect or otherwise effectuate the

assignment granted hereunder. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

4. Successors. This Assignment and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

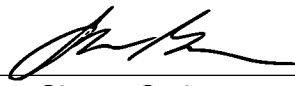
5. Governing Law. All questions concerning the construction, validity and interpretation of this Assignment (and all Schedules hereto) will be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision that would cause the application of the laws of any jurisdiction other than the State of Delaware.

[Remainder of Page Intentionally Left Blank; Signature Follows]

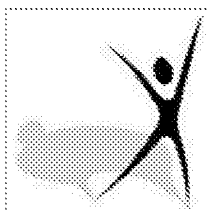
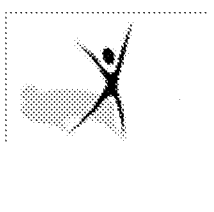
IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

ASSIGNOR:

LONG ISLAND MINIMALLY INVASIVE
SURGERY, P.C.

By: 
Name: Shawn Garber
Title: President

Schedule A

Trademark	Registration No. ("RN") Application Serial No. ("SN")	Status Key Dates	Goods/Services	Owner
<u>NEW YORK BARIATRIC GROUP</u> Disclaimer: "BARIATRIC GROUP"	RN: 4370938 SN: 85647168	Registered Principal Register - Sec. 2(F) Filed: June 8, 2012 Registered: July 23, 2013	(Int'l Class: 44) medical services, namely, obesity surgery services; providing information in the field of surgical weight loss; providing information on maintaining a healthy lifestyle and losing weight; providing weight loss program services; weight reduction diet planning and supervision	Long Island Minimally Invasive Surgery, P.C., dba New York Bariatric Group (New York Professional Corporation) 125 Mineola Ave, Suite 200 Roslyn Heights, New York 11577
<u>NEW YORK BARIATRIC GROUP</u> Disclaimer: "BARIATRIC GROUP"	RN: 4370937 SN: 85647149	Registered Principal Register - Sec. 2(F) Filed: June 8, 2012 Registered: July 23, 2013	(Int'l Class: 05) vitamins, protein supplement shakes, dietary supplement drink mixes; nutrition supplement in the nature of nutrient dense protein based drinks; nutritional and dietary supplements formed and packaged as bars and cookies	Long Island Minimally Invasive Surgery, P.C., dba New York Bariatric Group (New York Professional Corporation) 125 Mineola Ave, Suite 200 Roslyn Heights, New York 11577
<u>Design Only</u> 	RN: 4370939 SN: 85647176	Registered Filed: June 8, 2012 Registered: July 23, 2013	(Int'l Class: 05) vitamins, protein supplement shakes, dietary supplement drink mixes; nutrition supplement in the nature of nutrient dense protein based meal replacement drinks adapted for medical use; nutritional and dietary supplements formed and packaged as bars and cookies	Long Island Minimally Invasive Surgery, P.C., dba New York Bariatric Group (New York Professional Corporation) 125 Mineola Ave, Suite 200 Roslyn Heights, New York 11577
<u>Design Only</u> 	RN: 4282434 SN: 85647187	Registered Filed: June 8, 2012 Registered: January 29, 2013	(Int'l Class: 44) medical services, namely, obesity surgery services; providing information in the field of surgical weight loss; providing information on maintaining a healthy lifestyle and losing weight; providing weight loss program services; weight reduction diet planning and supervision	Long Island Minimally Invasive Surgery, P.C. (New York Professional Corporation) 3003 New Hyde Park Road, Suite 307 New Hyde Park, New York 11042