

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551823

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|---|--|---|------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| DR. R. G. GERONEMUS, M.D., P.C. | | 11/20/2019 | Professional Corporation: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | LASER AND SKIN SURGERY CENTER OF NEW YORK MANAGEMENT CORPORATION | | |
| Street Address: | 750 Lexington Avenue, Suite 2301 | | |
| Internal Address: | c/o NAVADERM Partners | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Corporation: NEW YORK | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3497861 | LASER & SKIN SURGERY CENTER OF NEW YORK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 804 775 1846 | | |
| Email: | edavenport@mcguirewoods.com | | |
| Correspondent Name: | Stephanie A. Martinez, McGuireWoods LLP | | |
| Address Line 1: | 800 East Canal Street | | |
| Address Line 2: | Gateway Plaza | | |
| Address Line 4: | Richmond, VIRGINIA 23219-3916 | | |
| NAME OF SUBMITTER: | Stephanie A. Martinez | | |
| SIGNATURE: | /Stephanie Martinez/ | | |
| DATE SIGNED: | 12/04/2019 | | |
| Total Attachments: 5 | | | |
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Agreement") is executed as of November 20, , 2019 (the "Effective Date"), among DR. R. G. GERONEMUS, M.D., P.C., a New York professional corporation, DR. ROY GERONEMUS (collectively, "Assignors") and LASER AND SKIN SURGERY CENTER OF NEW YORK MANAGEMENT CORPORATION, a New York corporation ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement (defined below).

WHEREAS, the Assignors, Assignee, and others, are parties to that certain Stock Purchase and Contribution Agreement dated July 5, 2019 (the "Purchase Agreement"), and that certain Bill of Sale and Assignment of Contracts dated August 2, 2019 (the "Bill of Sale");

WHEREAS, in connection to the transactions described in the Purchase Agreement, Assignors have agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignors, all of each such Assignor's rights, title and interests in and to the Non-Clinical Assets, which includes all Intellectual Property Rights of each Managed Practice; and

WHEREAS, pursuant to Section 4 of the Bill of Sale, the Assignor agrees to promptly execute and deliver other such instruments as Assignee may request from time to time in order for Assignee to obtain the full benefits and rights granted by the Bill of Sale.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee, intending to be legally bound, hereby agree as follows:

Section 1 Assignment of Intellectual Property. To the extent owned by each Assignor, each Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignors, free and clear of all Liens, all of Assignors' rights, title and interests in and to all Intellectual Property Rights in the Non-Clinical Assets set forth on Schedule A and all goodwill associated therewith together with any pending applications or registrations therefor, the right to sue for any and all past infringements of such Intellectual Property Rights, 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").

Section 2 Further Assurances. Assignors hereby covenant and agree 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 ("USPTO"), the United States Copyright Office

("USCO") and all applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of 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 USPTO, the USCO, or the offices in which any of the Assigned IP listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignors or their agents, affiliates or attorneys, Assignors shall execute such documents and deliver them to Assignee or their agents, attorneys or designees, as applicable.

c. Assignors agree to carry out, or have carried out for them, the formal transfer of the website names and addresses set forth on Schedule A ("Domain Names") to Assignee in accordance with the domain name transfer procedures of the applicable Domain Name registrar ("Registrar") or other current procedures as required to transfer ownership, registration and all other right, title and interest in the Domain Names to Assignee, including the delivery of the proper transfer codes to authorize the transfer of the Domain Names.

d. Assignors hereby agree that they will execute any and all documents that may be necessary to perfect Assignee's rights in and to the Domain Names, including but not limited to such documents as are necessary to effect a successful transfer of the Domain Names to Assignee in accordance with the applicable procedures and to otherwise enable Assignee to hold the Domain Names for its own use and benefit and for the use and benefit of its subsidiaries, affiliates, successors and assigns.

Section 3 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and permitted assigns.

Section 4 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Agreement or any transaction contemplated by this Agreement.

Section 5 Choice of Law. This Agreement and the rights and obligations of the parties hereto shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of New York, without regard to conflicts of law doctrines.

Section 6 Terms of the Purchase Agreement. Assignors' representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement relating to the Non-Clinical Assets, are incorporated herein by reference. Assignors acknowledge and agree 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.

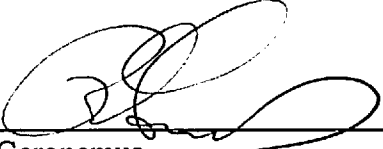
Section 7 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the Effective Date.

ASSIGNORS:

DR. R. G. GERONEMUS, M.D., P.C.


By: 
Name: Dr. Roy G. Geronemus
Title: President



DR. ROY G. GERONEMUS

ASSIGNEE:

**LASER AND SKIN SURGERY CENTER OF
NEW YORK MANAGEMENT
CORPORATION**

By: 
Name: Paul Barrett
Title: Secretary

SCHEDULE A

ASSIGNED IP

1. Trademark Registrations

| Trademark | Serial Number | Filing Date | Registration Number | Registration Date | Registrant |
|---|---------------|-------------|---------------------|-------------------|--------------------------------|
| LASER & SKIN SURGERY CENTER OF NEW YORK | 77210705 | 6/20/2007 | 3497861 | 9/9/2008 | Dr. R.G. Geronemus, M.D., P.C. |

2. Unregistered Trademark



3. Copyright Registrations

| Title | Copyright Number | Date | Copyright Claimant |
|--|------------------|------|---|
| Laser & Skin Surgery Center of New York website (1999) | VA0001418936 | 1999 | Roy G. Geronemus |
| Laser & Skin Surgery Center of New York website (2002) | VA0001411475 | 2002 | Roy G. Geronemus d.b.a. Laser Skin Surgery Center of NY |
| Laser & Skin Surgery Center of New York website (2007) | VAu000742242 | 2007 | Roy G. Geronemus (d.b.a. Laser & Skin Surgery Center of NY) |

4. Domain Names

- a. lsseny.info
- b. laserskinsurgery.com
- c. lsseny.com
- d. lsseny.net
- e. lsseny.org
- f. aestheticlaserskinsurgery.com
- g. aestheticlaserskinsurgery.net
- h. aestheticlaserskinsurgery.org
- i. cosmeticlaserskinsurgery.net
- j. cosmeticlaserskinsurgery.org
- k. hamptonlaserskinsurgery.com
- l. laserskinhamptons.com