

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ra Medical Systems, Inc.		08/16/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Strata Skin Sciences, Inc.		
Street Address:	100 LAKESIDE DRIVE		
Internal Address:	SUITE 100		
City:	HORSHAM		
State/Country:	PENNSYLVANIA		
Postal Code:	19044		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6050533	PHAROS	
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:	2126843900		
Email:	efiling@grr.com		
Correspondent Name:	David D. Rodrigues		
Address Line 1:	270 Madison Avenue, 8th Floor		
Address Line 2:	Gottlieb, Rackman & Reisman P.C.		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	8684/098		
NAME OF SUBMITTER:	David D. Rodrigues		
SIGNATURE:	/drodrigues/		
DATE SIGNED:	09/09/2021		
Total Attachments: 4			
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EXHIBIT D

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "*Assignment*"), dated as of August 16, 2021, is made by and between Ra Medical Systems, Inc., a Delaware corporation ("*Assignor*"), and Strata Skin Sciences, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of August 16, 2021 (the "*Purchase Agreement*"); and

WHEREAS, pursuant to the Purchase Agreement, Assignee has agreed to sell, convey, transfer, assign and deliver to Assignor, free and clear of all Liens to Assignor, among other Transferred Assets, the Trademarks of Assignee, and has agreed to execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the mutual representations, warranties, promises, covenants and agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

6. **Assignment.** Assignor hereby irrevocably transfers, assigns and conveys to Assignee, and Assignee hereby accepts, absolutely and forever, throughout the universe, all of Assignor's right, title and interest, whether statutory or at common law, in and to the Trademarks listed on Schedule I attached hereto, together with the goodwill of Assignor's business symbolized by the Trademarks, including any assets related thereto, and all corresponding registrations and applications to register the Trademarks, including the registrations listed on Schedule I, as well as all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain proceeds relating to those infringements.

7. **Further Actions.** Following the date hereof, Assignee and Assignor agree to execute any further instruments and to do such other acts as may be necessary and proper to vest title in and to the Trademarks and other corresponding rights in Assignee.

8. **Governing Law.** This Assignment shall be governed by, and construed under, the laws of the State of Delaware.

9. **Counterparts.** This Assignment may be executed in multiple counterparts which shall together constitute a single document. Facsimile and electronic signatures shall be deemed to be the equivalent of original signatures for purposes of this Assignment.

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

ASSIGNOR:

RA MEDICAL SYSTEMS, INC.

By: Will McGuire
Will McGuire (Aug 27, 2021 12:10 PM)
Name: Will McGuire
Title: Chief Executive Officer

ASSIGNEE:

STRATA SKIN SCIENCES, INC.

By: _____
Name:
Title:

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

ASSIGNOR:

RA MEDICAL SYSTEMS, INC.

By: _____

Name:

Title:

ASSIGNEE:

STRATA SKIN SCIENCES, INC.

By:  _____

Name: Robert Moccia

Title: Chief Executive Officer

[Signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007417 FRAME: 0390

SCHEDULE 1 TO TRADEMARK ASSIGNMENT AGREEMENT

Trademarks

PHAROS standard character mark, Registration No. 6050533, registered on May 12, 2020.