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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM722946

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Berman Skin Institute Medical Group, Inc.		04/21/2022	Professional Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	BSI Medical Services Management, LLC	
Street Address:	4300 El Camino Real, Suite 100	
City:	Los Altos	
State/Country:	CALIFORNIA	
Postal Code:	94022	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4281719	BERMAN SKIN INSTITUTE
Registration Number:	4974864	GONE TODAY, HAIR TOMORROW

CORRESPONDENCE DATA

Fax Number: 9498519348

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.

Phone: 949-851-0633

Email: IPDocketOrangeCounty@mwe.com, sbro@mwe.com,

kdelcoure@mwe.com, ipdocketmwe@mwe.com

Correspondent Name: Sarah E. Bro

Address Line 1:McDermott Will & Emery LLPAddress Line 2:18565 Jamboree Road, Suite 250

Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	101920.0021
NAME OF SUBMITTER:	Sarah E. Bro
SIGNATURE:	/sarah e. bro/
DATE SIGNED:	04/21/2022

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("<u>Trademark Assignment</u>") is effective as of April 21, 2022, by and between Berman Skin Institute Medical Group, Inc., a California professional corporation located at 900 Welch Road, Suite 300, Palo Alto, CA 94304 ("<u>Assignor</u>"), and BSI Medical Services Management, LLC, a Delaware limited liability company located at 4300 El Camino Real, Suite 100, Los Altos, CA 94022 ("<u>Assignee</u>").

RECITALS

- A. Assignor is the owner of the trademarks set forth on <u>Schedule A</u> hereto, together with the goodwill of the business associated therewith (collectively referred to as the "<u>Marks</u>");
- B. Assignor has agreed to transfer all of its right, title and interest in and to the Marks to Assignee; and
- C. Assignor desires to assign all of its right, title and interest in and to the Marks to Assignee, and Assignee desires to acquire the Marks.

AGREEMENTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignor does hereby assign to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business that is ongoing and existing to which the Marks pertain, and all common law rights, registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
- 2. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Marks, to record this Trademark Assignment.
- 3. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

4. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

Berman Skin Institute Medical Group, Inc.

Ву: 4А9Е52В3ВF4D46В...

Name: David A. Berman, M.D.

Title: President

ASSIGNEE:

BSI Medical Services Management, LLC

Docusigned by

Ву: 4А9Е52В3ВF4D46В...

Name: David A. Berman, M.D.

Title: President

[Signature Page to Trademark Assignment]