

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728365

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900683201		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ImplicitCare, LLC		08/04/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Cynosure, LLC		
Street Address:	5 Carlisle Road		
City:	Westford		
State/Country:	MASSACHUSETTS		
Postal Code:	01886		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6287275	MYELLEVATE	
Registration Number:	4862891	ICLED	
Registration Number:	3815483	SUTUROD	
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:	9782564200		
Email:	tricia.nadeau@cynosure.com, carolyn.radcliffe@cynosure.com		
Correspondent Name:	Cynosure, LLC		
Address Line 1:	5 Carlisle Road		
Address Line 4:	Westford, MASSACHUSETTS 01886		
ATTORNEY DOCKET NUMBER:	MY ELLEVATE_IMPLICITCARE		
NAME OF SUBMITTER:	Carolyn Whyte Radcliffe		
SIGNATURE:	//Carolyn Whyte Radcliffe//		
DATE SIGNED:	05/17/2022		
Total Attachments: 8	source=Fully Executed - Amended Assignment and Assumption of IP#page1.tif		

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**FIRST AMENDMENT TO ASSIGNMENT AND ASSUMPTION OF
INTELLECTUAL PROPERTY**

This Assignment and Assumption of Intellectual Property (this "Assignment") is made as of August 4, 2021 (the "Effective Date") by and among **ImplicitCare, LLC**, a Delaware limited liability company ("Assignor"), having its principal place of business 830 Challenger Street, Suite 120, Brea, California 92821, and **Cynosure, LLC**, a Delaware limited liability company with a principal office address of 5 Carlisle Road, Westford, Massachusetts 01886 (together with its successors and assigns, collectively, "Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor, Assignee and Lotus Parent, Inc. are parties to that certain Asset Purchase Agreement dated of near or even date with this Assignment (the "Purchase Agreement"); and

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, Assignor has agreed to sell, assign, transfer and convey to Assignee one hundred percent (100%) of the Seller Intellectual Property, which includes, but is not limited to, the Intellectual Property identified on Exhibit A attached hereto and incorporated by reference herein (the "Purchased IP").

NOW, THEREFORE, in consideration of the premises and of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, grants, transfers and conveys, without limitation, unto Assignee as of the Effective Date, their entire rights, title and interest in and to the Purchased IP, including all goodwill connected with the use of and symbolized by, and all registrations, applications for registration, renewals of, and common law rights to any of the trademarks in the Purchased IP.

2. Assumption. On the terms and subject to the conditions of this Assignment and the Purchase Agreement, Assignee hereby accepts the transfer and assignment of the Purchased IP, and assumes and agrees to pay, perform or discharge when due such duties, responsibilities, undertakings, liabilities and other obligations of Assignor with respect to the Purchased IP as of the Effective Date.

3. Further Assurances. Assignor agrees to execute and deliver, upon Assignee's reasonable request, any additional assignments and/or other appropriate documentation, and to undertake such additional acts, as is reasonable and necessary to (a) effect the transfer of the Purchased IP to Assignee as set forth in Section 1 and (b) vest, secure, perfect, protect or enforce the rights and interests of Assignee in and to the Purchased IP.

4. Binding Nature. This Assignment shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

5. Excluded Assets. Notwithstanding anything in this Assignment to the contrary, Assignor is retaining ownership and possession of, and is not selling, transferring, assigning, conveying, or delivering to Assignee hereunder, any right, title or interest of Assignor in and to the Excluded Assets.

6. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware without regard to the principles thereof or of any other jurisdiction relating to conflict of laws.

7. Counterparts. This Assignment 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. This Assignment may be executed and delivered by facsimile or other electronic communication means (including email in .pdf format), and a facsimile or email signature shall be binding and effective for all purposes.

8. Purchase Agreement Controls. Notwithstanding anything in this Assignment to the contrary, the sale, transfer, assignment, conveyance and delivery effectuated hereby are subject in all respects to the terms and conditions (including each party's respective representations, warranties, covenants, agreements and indemnities) of the Purchase Agreement and nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair or limit in any way the representations, warranties, covenants, rights, obligations, claims or remedies of Assignor or Assignee as set forth in this Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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IN WITNESS WHEREOF, this Assignment and Assumption of Intellectual Property has been duly executed as of the date first written above.

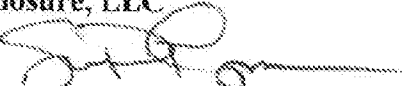
ASSIGNOR:

ImplicitCare, LLC

By: 
George Rebensdorf
Managing Member

ASSIGNEE:

Cynosure, LLC

By: 
Sean Flanagan
Vice President, Legal

[Signature page to Assignment and Assumption of Intellectual Property]