

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM743181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alethia Skin Care LLC		02/08/2021	Limited Liability Company: DELAWARE
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: 10			
Property Type	Number	Word Mark	
Registration Number:	4155203	THE POWER OF LIGHT, INSIDE	
Registration Number:	4582560	CRV-8 COMPLEX	
Registration Number:	3998752	ALETHIA	
Registration Number:	4009936	LASERRESULTS	
Registration Number:	4038057	PRESCRIPTION FOR PROTECTION	
Registration Number:	4254641	"A SYMPHONY OF INGREDIENTS"	
Registration Number:	4273047	A SYMPHONY OF INGREDIENTS, WORKING IN CO	
Registration Number:	4091424	LUMAVER	
Registration Number:	4526088	IT'S WHAT'S INSIDE THAT COUNTS	
Registration Number:	3682855	PRESCRIPTION FOR REPAIR	
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:	617-261-3100		
Email:	kathleen.burch@klgates.com		
Correspondent Name:	Kathleen M. Burch		
Address Line 1:	One Lincoln Street		
Address Line 2:	State Street Financial Center		

CH \$265.00 4155203

Address Line 4: Boston, MASSACHUSETTS 02111

NAME OF SUBMITTER: Kathleen M. Burch

SIGNATURE: /Kathleen M. Burch/

DATE SIGNED: 07/24/2022

Total Attachments: 13

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EXECUTION VERSION

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made this 8th day of February, 2021 (the "Effective Date"), by and among Cynosure, LLC, a Delaware limited liability company with a principal office address of 5 Carlisle Road, Westford, Massachusetts 01886 ("Buyer"), and, with respect to Sections 3, 4 and 13 only, Lotus Parent, Inc. ("Parent"), a Delaware corporation with a principal office address of 5 Carlisle Road, Westford, Massachusetts 01886, Alethia Skin Care LLC, a Delaware limited liability company with a principal office address of 32 Parking Plaza, Suite 200, Ardmore, Pennsylvania 19003 ("Seller"), and, with respect to Sections 3, 4, 5, 8, 9, 10, 12 and 14 only, Eric F. Bernstein, M.D., an individual with an address of 221 Righters Mill Road, Gladwyne, Pennsylvania 19035 ("Dr. Bernstein"). Seller and Buyer are sometimes collectively referred to herein as the "Parties", and each as a "Party."

RECITALS

WHEREAS, Seller is engaged in the business of developing, manufacturing, selling and distributing proprietary skin care products (the "Business"); and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, substantially all of the properties, business and assets of Seller used and/or useful in the operation of the Business, and Buyer desires to assume from Seller, and Seller desires to assign to Buyer, certain liabilities and obligations of Seller with respect to the operation of the Business, in each case for the consideration and in accordance with the terms and conditions of this Agreement; and

WHEREAS, Buyer and Seller desire to enter into this Agreement for the purpose of setting forth their mutual understandings and agreements with respect to the foregoing; and

WHEREAS, capitalized terms used but not defined in the context of the Section in which they first appear shall have the meanings set forth in Section 1 of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual representations, warranties, and covenants of the Parties under this Agreement, and for other good value and consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer (and Dr. Bernstein [REDACTED]), each intending to be legally bound, hereby agree as follows:

1. **Definitions.**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Intellectual Property” means any and all rights in or arising out of any of the following in any jurisdiction throughout the world:

[REDACTED]

(b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing (“Trademarks”);

[REDACTED]

[REDACTED]

2. **Purchase and Sale of the Purchased Assets.**

(a) Purchased Assets. Seller shall sell, and Buyer shall purchase (i) the Seller Intellectual Property, including, but not limited to, the Intellectual Property set forth on Schedule 2(a)(i)

[REDACTED]

the Seller IP Registrations, including, but not limited to, the Seller IP Registrations set forth on Schedule 2(a)(iii),

[REDACTED]

(vi) all goodwill associated with any of the foregoing,

[REDACTED]

Subject to the terms and conditions provided herein, Seller hereby transfers, assigns, sells and conveys to Buyer all of its rights, title and interest, tangible or intangible, in and to the Purchased Assets.

[REDACTED]

[REDACTED]

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase Agreement effective as of the date hereof.

BUYER:

Cynosure, LLC

DocuSigned by:
By: Todd Tillemans
7A8B595408F34DC
Name: Todd Tillemans
Title: President & CEO

With respect to Sections 3, 4 and 13:

Lotus Parent, Inc.

DocuSigned by:
By: Sean Flanagan
41BF869F1028445
Name: Sean Flanagan
Title: Secretary

SELLER:

Alethia Skin Care LLC

DocuSigned by:
By: Eric F. Bernstein, MD
0A46909BEC814EC
Eric F. Bernstein, M.D., Manager

With respect to Sections 3, 4, 5, 8, 9, 10, 12 and 14:

DocuSigned by:
By: Eric F. Bernstein, MD
0A46909BEC814EC
Eric F. Bernstein, M.D.

[Signature Page – Asset Purchase Agreement]

Seller IP Registrations (Trademarks)

THE POWER OF LIGHT, INSIDE Reg. No. 4155203

FROM IDEAS TO INNOVATION AT THE SPEED OF LIGHT Reg. No. 4392881

CRV-8 COMPLEX Reg. No. 4582560

ALETHIA Reg. No. 3998752

LASERESULTS Reg. No. 4009936

PRESCRIPTION FOR PROTECTION Reg. No. 4038057

A SYMPHONY OF INGREDIENTS Reg. No. 4254641

A SYMPHONY OF INGREDIENTS, WORKING IN CONCERT Reg. No. 4273047

LUMAVER Reg. No. 4091424

IT'S WHAT'S INSIDE THAT COUNTS Reg. No. 4526088

LASERESULTS (in Taiwan) Reg. No. 1900591

ERIC BERNSTEIN, M.D. (in China) Reg. No. 29176135

PRESCRIPTION FOR REPAIR Reg. No. 3682855

SERIOUS SCIENCE FOR YOUR SKIN Reg. No. 3682888

RES IPSE LOQUITUR Reg. No. 5891961

FLUENCE RX Reg. No. 5102210

FLUENCE MD Reg. No. 5106647

FLUENCE Reg. No. 5102119

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This Assignment and Assumption of Intellectual Property (this "Assignment") is made as of February 8, 2021 (the "Effective Date"), from Alethia Skin Care LLC, a Delaware limited liability company, having its principal place of business 32 Parking Plaza, Suite 200, Ardmore, Pennsylvania 19003 ("Assignor"), to 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").

RECITALS

WHEREAS, Assignor, Assignee, Lotus Parent, Inc. and Eric F. Bernstein, MD, are parties to that certain Asset Purchase Agreement dated of near or even date with this Assignment (the "Purchase Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed thereto in 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, its entire rights, title and interest in and to the Purchased IP set forth on Exhibit A attached hereto.

2. Assumption. On the terms and subject to the conditions of this Agreement 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 effect the transfer of the Purchased IP to Assignee as set forth in Section 1. In the event that Assignee is unable for any reason whatsoever to secure the signature of Assignor to any document that Assignor is required to execute pursuant to this Section 3, Assignor hereby irrevocably designates and appoints Assignee, and its duly authorized officers and agents, as its agents and attorneys-in-fact to act for and on its behalf to execute and/or file any such document and to take any other lawfully-permitted action to further the purposes of this Section 3 with the same legal force and effect as if executed and taken by Assignor.

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 in accordance with, the laws of the Commonwealth of Massachusetts as applicable to instruments executed and fully performed in the Commonwealth of Massachusetts.

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.

Signature page follows

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

ASSIGNOR:

Alethia Skin Care LLC

DocuSigned by:
By: Eric F. Bernstein, MD
Name: Eric F. Bernstein, MD
Its: Manager, duly authorized

ASSIGNEE:

Cynosure, LLC

DocuSigned by:
By: Todd Tillemans
Name: Todd Tillemans
Title: President & CEO, duly authorized

[Signature page to Assignment and Assumption of Intellectual Property]

EXHIBIT A

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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RES IPSE LOQUITUR Reg. No. 5891961

FLUENCE RX Reg. No. 5102210

FLUENCE MD Reg. No. 5106647

FLUENCE Reg. No. 5102119

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

This FIRST AMENDMENT TO ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (this "Amendment") is made this 10th day of April, 2022 by and between Alethia Skin Care, LLC, a Delaware limited liability company having a principal place of business at 32 Parking Plaza, Suite 200, Ardmore, Pennsylvania 19003 ("Assignor") and Cynosure, LLC, a Delaware limited liability company with a principal office address of 5 Carlisle Road, Westford, Massachusetts 01886 ("Assignee"). Capitalized terms used but not defined in this Amendment have the meaning ascribed to such terms in that certain Assignment and Assumption of Intellectual Property dated February 8, 2021 by and between Assignor and Assignee (the "Agreement"). Assignor and Assignee may be referred to individually herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Parties entered into the Agreement for the purposes of Assignor agreeing to sell, assign, transfer and convey to Assignee one hundred percent (100%) of the Seller Intellectual Property (as defined in that certain Asset Purchase agreement by and among, Assignor, Assignee, Eric F. Bernstein and Lotus Parent, Inc. dated February 8, 2021 (the "APA")) which includes, but is not limited to, the Intellectual Property (as defined in the APA) identified on Exhibit A to the Agreement;

WHEREAS, pursuant to the Agreement, Assignor assigned all right, title and interest in, and to, certain intellectual property to Company, including, but not limited to, the Seller Intellectual Property; and

WHEREAS, a clerical error was made in the list of Seller IP Registrations (Trademarks) on Exhibit A of the Agreement and the Parties mutually desire to correct such error.

NOW, THEREFORE, in consideration of the foregoing, and for other good value and consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound hereby agree as follows:

1. Amendment. The reference in Exhibit A of the Agreement to "FLUENCE RX Reg. No. 5102210" is hereby deleted and replaced with "FLUENCE RX Reg. No. 5102120".
2. Valid Amendment. The Parties agree that this Amendment is valid and binding in accordance with Section 7 of the Agreement.
3. Governing Law. This Amendment is made under, and shall be governed, construed and interpreted by, and in accordance with, the laws of the Commonwealth of Massachusetts without regard to its choice of law or conflict of law provisions.

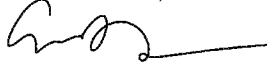
4. Terms Unaffected. All other terms and conditions of the Agreement that do not otherwise conflict with the intention of this Amendment shall remain unchanged and in full force and effect.

Space Intentionally Blank – Signatures Follow

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date hereinbefore first written.

ASSIGNOR:

Alethia Skin Care, LLC

By: 
Name: Eric F. Bernstein, M.D.
Title: Manager

ASSIGNEE:

Cynosure, LLC

By: 
Name: Sean P. Flanagan
Title: Secretary

Signature Page to First Amendment to Assignment and Assumption of Intellectual Property