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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM407462

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

| Name          | Formerly | Execution Date | Entity Type          |
|---------------|----------|----------------|----------------------|
| Scar Heal Inc |          | 12/01/2016     | Corporation: FLORIDA |

# **RECEIVING PARTY DATA**

| Name:              | Atlantic Medical Products LLC      |
|--------------------|------------------------------------|
| Doing Business As: | Scar Heal                          |
| Street Address:    | 1402 W. Swann Avenue               |
| City:              | Татра                              |
| State/Country:     | FLORIDA                            |
| Postal Code:       | 33606                              |
| Entity Type:       | Limited Liability Company: FLORIDA |

## **PROPERTY NUMBERS Total: 9**

| Property Type  | Number   | Word Mark                                |
|----------------|----------|--|
| Serial Number: | 78902059 | SCARHEAL                                 |
| Serial Number: | 85631413 | SCAR HEAL                                |
| Serial Number: | 85926059 | SCAR HEAL                                |
| Serial Number: | 77601834 | SCARSIL                                  |
| Serial Number: | 78939342 | SCAR ESTHETIQUE                          |
| Serial Number: | 78917965 | BEAUTIFUL SKIN FOR A BEAUTIFUL YOU REJUV |
| Serial Number: | 75332421 | SCAR FX                                  |
| Serial Number: | 77374991 | REJUVASIL                                |
| Serial Number: | 78674410 | REJUVASKIN                               |

## CORRESPONDENCE DATA

**Fax Number:** 7275350055

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:** 8132206738

Email: chrisc@atlantic-hs.com
Correspondent Name: Thomas Christenberry
Address Line 1: 1402 w. swann avenue
tampa, FLORIDA 33606

TRADEMARK REEL: 005933 FRAME: 0859

900386690

| NAME OF SUBMITTER: | Thomas Christenberry |
|--------------------|----------------------|
| SIGNATURE:         | /tc/                 |
| DATE SIGNED:       | 12/02/2016           |

# **Total Attachments: 3**

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TRADEMARK REEL: 005933 FRAME: 0860

### ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") by and between Scar Heal, Inc. (the "Assignor"), a Florida corporation, and Atlantic Medical Products, LLC (the "Assignee") a Florida limited liability company, is effective as of December 1, 2016 (the "Effective Date").

# **Background Information**

The Assignor and Assignee entered into an Asset Purchase Agreement (the "Agreement") dated on or about October 11, 2016 wherein, among other things, the Assignor agreed to sell certain intellectual property, including certain trademarks as set forth on Schedule 2.1(a) to the Agreement and Exhibit A attached hereto, to Assignee. To confirm the foregoing, the Assignor wishes to assign the trademarks to Assignee and Assignee agrees to accept such assignment. Accordingly, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

# **Operative Provisions**

- 1. <u>Assignment</u>. Effective as of the Effective Date, the Assignor hereby irrevocably assigns to the Assignee all of its right, title, and interest in and to the trademarks listed on Schedule 2.1(a) to the Agreement and on the attached Exhibit A.
- 2. <u>Assumption</u>. Effective as of the Effective Date, the Assignee hereby irrevocably agrees to assume all of the Assignor's right, title, and interest in and to the trademarks listed on Schedule 2.1 (a) to the Agreement and on the attached Exhibit A.
- 3. <u>Binding Obligation</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 4. <u>Counterparts.</u> The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Agreement is effective as of the day and year first written above.

[Signature page follows]

-1-

TRADEMARK REEL: 005933 FRAME: 0861

| Scar Heal, Inc                        |
|---------------------------------------|
| By:                                   |
| Glenn Joyner, Chief Executive Officer |
| /                                     |
| Atlantic Medical Products, LLC        |
| By:                                   |
| Thomas T Christenberry III Manager    |

# Exhibit A

| Owner              | Citation                                      | Serial<br>Number | Status     | Class |
|--------------------|---|------------------|------------|-------|
| Scar Heal,<br>Inc. | SCARHEAL                                      | 78-902,059       | Renewed    | 3     |
| Scar Heal,<br>Inc. | SCAR HEAL                                     | 85-631,413       | Registered | 3     |
| Scar Heal,<br>Inc. | SCAR HEAL                                     | 85-926,059       | Registered | 3     |
| Scarheal,<br>Inc.  | SCARSIL                                       | 77-601,834       | Registered | 3     |
| Scarheal,<br>Inc.  | SCAR ESTHETIQUE                               | 78-939,342       | Renewed    | 3     |
| Scarheal, Inc.     | BEAUTIFUL SKIN FOR A BEAUTIFUL YOU REJUVASCAR | 78-917,965       | Renewed    | 5     |
| Scar Heal,<br>Inc. | SCAR FX                                       | 75-332,421       | Renewed    | 5     |
| Scarheal,<br>Inc.  | REJUVASIL                                     | 77-374,991       | Registered | 3     |
| Scar Heal,<br>Inc. | REJUVASKIN                                    | 78-674,410       | Renewed    | 3     |

**RECORDED: 12/02/2016**