

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511820

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jamie L. O'Banion		02/27/2019	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Beauty Biosciences LLC		
<b>Street Address:</b>	3811 Turtle Creek Boulevard		
<b>Internal Address:</b>	#1300		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75219		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87425134	BIOPLUMP	
<b>Serial Number:</b>	87414589	MICROCLIMATE	
<b>Serial Number:</b>	87310718	POWERPATCH	
<b>Serial Number:</b>	87184625	PAINT & PLUMP	
<b>Serial Number:</b>	86903452	VISIGLO	
<b>Serial Number:</b>	86904048	AUTOADJUST	
<b>Serial Number:</b>	86924272	MICROSTIMULATION COLLAGEN TOOL	
<b>Serial Number:</b>	86392023	PULSE THERAPY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4155911400		
<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>			
<b>Phone:</b>	415-591-1009		
<b>Email:</b>	lfranco@winston.com		
<b>Correspondent Name:</b>	Laura M. Franco		
<b>Address Line 1:</b>	101 California Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>ATTORNEY DOCKET NUMBER:</b>	180255-5		

CH \$215.00 87425134

<b>NAME OF SUBMITTER:</b>	Laura M. Franco
<b>SIGNATURE:</b>	/Laura M. Franco/
<b>DATE SIGNED:</b>	02/27/2019
<b>Total Attachments: 4</b> source=Beauty Biosciences Assignment#page1.tif source=Beauty Biosciences Assignment#page2.tif source=Beauty Biosciences Assignment#page3.tif source=Beauty Biosciences Assignment#page4.tif	

## TRADEMARK ASSIGNMENT

A. This Trademark Assignment (“Assignment”) is made and entered into effective as of February 27, 2019 (the “Effective Date”) by and between Jamie L. O’Banion an individual (“Assignor”) and Beauty Biosciences LLC, a Texas limited liability company (“Assignee”).

B. Assignor is the owner of the trademarks and trademark applications and registrations listed in Exhibit A attached hereto; and

C. Assignee wishes to acquire, and Assignor is willing to assign, convey and transfer to Assignee, all right, title and interest in and to each such trademark, trademark application and registration listed in Exhibit A, all goodwill associated therewith, and all related and corresponding rights in any jurisdiction in the world (collectively, the “Marks”), on the following terms and conditions.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, conveys, transfers and sets over to Assignee, its successors and assigns, the entire worldwide right, title and interest in and to: (a) the Marks, (b) the ongoing and existing business of Assignor to which the Marks pertain, (c) all goodwill associated with any of the Marks, the goodwill of the business symbolized by the Marks, and all registrations that have been or may be granted thereon, all applications for registrations thereof, and all common law rights and copyright and domain name rights in the Marks worldwide, together with all rights and privileges granted and secured thereby, including all rights to register, renew, defend, and protect interests therein under the applicable laws of all jurisdictions and (d) all claims, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, and rights to causes of action and remedies, both statutory and based upon common law, that Assignor has or might have by reason of any past, present or future infringement or other violation of the Marks prior to, on, or after the date of this Assignment, together with the right to sue, prosecute and collect damages for such claims, demands, and rights of action in Assignee’s own name, all of said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as owner of the Marks, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

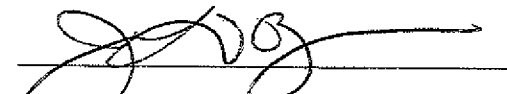
3. Further Assurances. Assignor will promptly execute any additional assignment or other documents reasonably requested by Assignee, its successors and assigns, and do all other lawful acts reasonably necessary to carry out the intent of this Assignment. The cost of recording and

registering ownership rights in the Marks shall be borne solely by Assignee, its successors and assigns.

4. Miscellaneous. This Assignment and the exhibits hereto constitute the entire understanding and agreement of the parties with respect to the subject matter hereof and supersede any and all written or oral, prior or contemporaneous understandings and agreements. This Assignment may only be amended by written agreement of the parties. This Assignment may be executed and delivered by facsimile or portable document format in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. This Assignment shall be binding upon the parties, their heirs, successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. The governing law of this Assignment shall be that of the Texas, without regard to its conflicts of law principles.

Signed by the parties on the date(s) set forth below.


**JAMIE L. O'BANION, Assignor**

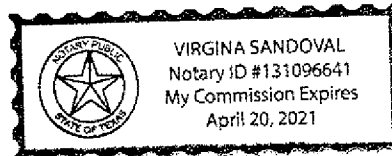
  
Date: February 27, 2019

State of Texas:  
County of Dallas:

On February 27, 2019 before me Virginia R. Sandoval, a Notary Public, personally appeared Jamie L. O'Banion, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, executed the instrument

WITNESS my hand and official seal.

  
Notary Public



**BEAUTY BIOSCIENCES LLC, Assignee**


By:   
Name: Jamie L. O'Banion  
Title: President and Chief Executive Officer

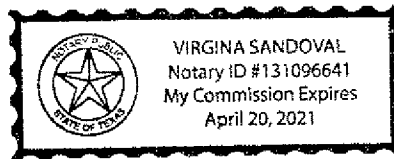
Date: February 23, 2019

State of Texas:  
County of Dallas:

On February 27, 2019 before me Virginia R. Sandoval, a Notary Public, personally appeared Jamie O'Banion, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his authorized capacity, and that by her/his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal.

  
Notary Public



**EXHIBIT A**  
**MARKS**

<b>MARK</b>	<b>SERIAL NO.</b>
BIOPLUMP	87425134
MICROCLIMATE	87414589
POWERPATCH	87310718
PAINT & PLUMP	87184625
VISIGLO	86903452
AUTOADJUST	86904048
MICROSTIMULATION COLLAGEN TOOL	86924272
PULSE THERAPY	86392023

**Common Law:**

STERIGLO