

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM676080

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zein E. Obagi, M.D., Inc.		09/30/2020	Corporation:
RECEIVING PARTY DATA			
Name:	ZOMD, Inc.		
Street Address:	7735 S. 134th Street, Suite 104-109		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68138		
Entity Type:	Corporation: NEBRASKA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4786332	ZO SKIN CENTRE	
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>			
Email:	nhodkinson@zoskinhealth.com		
Correspondent Name:	Natasha Hodkinson		
Address Line 1:	9685 Research Drive		
Address Line 4:	Irvine, CALIFORNIA 92618		
NAME OF SUBMITTER:	Natasha Hodkinson		
SIGNATURE:	/Natasha Hodkinson/		
DATE SIGNED:	09/22/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into effective this 30th day of September, 2020 ("Effective Date"), by Zein E. Obagi, M.D., Inc., a California corporation ("Assignor"), having an address of 270 N. Canon Dr. #100, Beverly Hills, CA 90210, and ZOMD, Inc., a Nebraska corporation ("Assignee"), having an address of 7735 S. 134th Street, Suite 104-109, Omaha, NE 68138. Assignor and Assignee are referred to herein as a "Party" and together as the "Parties".

WHEREAS, Assignor is the owner of the trademarks listed on Schedule 1, attached hereto (the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of the Effective Date (the "Contribution Agreement"), which provides for the assignment of certain assets (including the Trademarks) to Assignee; and

WHEREAS, in furtherance of the transactions contemplated in the Contribution Agreement, Assignor desires to assign to Assignee all right, title and interest in and to the Trademarks, and Assignee desires to accept such assignment.

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

1. Assignment of Trademarks. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, and Assignee hereby accepts from Assignor, all right, title and interest in and to the Trademarks (the "Assigned Trademarks"), together with all common law and statutory rights therein, all applications, registrations, renewals and/or extensions thereof, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation or other violation of the Assigned Trademarks against any third party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation or other violation of the Assigned Trademarks, and all goodwill of the business associated with and symbolized by the Assigned Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, with the Assigned Trademarks, the "Assigned Marks and Rights"). Assignor hereby covenants that it has full right, power and authority, and has been duly authorized, to convey the Assigned Marks and Rights, and that it has not and will not execute any agreement in conflict herewith.

2. Recordation. Assignor hereby authorizes Assignee to record this assignment with the U.S. Patent and Trademark Office. Assignee shall be solely responsible for recording this assignment with the U.S. Patent and Trademark Office and all costs and expenses associated therewith.

3. Further Assurances. Upon Assignee's written request, Assignor agrees to take such action as may be necessary to effectuate the transfer of the Assigned Marks and Rights to Assignee as contemplated herein, including duly executing and delivering, or causing to be duly executed and delivered, such further confirmatory assignments and instruments, and doing and causing to be done such further acts and things as may be necessary, or as Assignee may reasonably request, to vest in Assignee all rights, title and interest in and to the Assigned Marks and Rights and to otherwise perfect and fulfill the purposes and intent of this Assignment.

4. Amendment. No provision in this Assignment shall be supplemented, deleted or amended except in a writing executed by an authorized representative of each of Assignor and Assignee.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original but that together shall constitute one and the same instrument. This Assignment may be executed by exchange between the Parties of electronically transmitted signatures (via facsimile, PDF format via e-mail or other electronic means) and such signatures shall be deemed to bind each Party as if they were original signatures.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

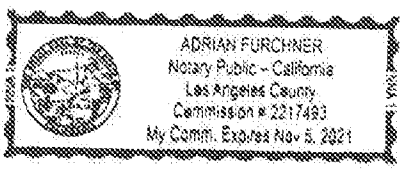
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On September 30, 2020 before me, Adrian Furchner, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared ZEIN E. CHAGI, M.D., President FOR
Name(s) of Signer(s)
ZEIN E. CHAGI, M.D., INC AND ZEIN E. CHAGI, M.D., President FOR ZOMD, INC

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
[Corporate Officer - Title(s): _____ [Corporate Officer - Title(s): _____
[Partner - [Limited [General [Partner - [Limited [General
[Individual [Attorney in Fact [Individual [Attorney in Fact
[Trustee [Guardian or Conservator [Trustee [Guardian or Conservator
[Other: _____ [Other: _____
Signer is Representing: _____ Signer is Representing: _____

SCHEDULE 1

U.S. TRADEMARKS

MARK	SERIAL NO.	REG. NO.
ZO SKIN CENTRE	85944975	4786332
ZO SKIN CENTRE	87117877	5897515

SCHEDULE 1 TO TRADEMARK ASSIGNMENT

RECORDED: 09/22/2021

**TRADEMARK
REEL: 007428 FRAME: 0766**