

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762367

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|------------------------------|--|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |
| RESUBMIT DOCUMENT ID: | 900720005 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------|----------|----------------|---------------------------|
| Eric F. Bernstein M.D. | | 02/08/2021 | INDIVIDUAL: UNITED STATES |

RECEIVING PARTY DATA

| | |
|--------------------------|-------------------------------------|
| Name: | Alethia Skin Care LLC |
| Street Address: | 32 Parking Place |
| Internal Address: | Suite 200 |
| City: | Ardmore |
| State/Country: | PENNSYLVANIA |
| Postal Code: | 19003 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|-----------------------------|---------|--|
| Registration Number: | 4392881 | FROM IDEAS TO INNOVATIONS AT THE SPEED O |
| Registration Number: | 3682888 | SERIOUS SCIENCE FOR YOUR SKIN |
| Registration Number: | 5891961 | RES IPSA LOQUITUR |
| Registration Number: | 5102120 | FLUENCE RX |
| Registration Number: | 5106647 | FLUENCE MD |
| Registration Number: | 5102119 | FLUENCE |

CORRESPONDENCE DATA

Fax Number: 6172613175

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.

Email: kathleen.burch@klgates.com

Correspondent Name: Kathleen M. Burch

Address Line 1: One Lincoln Street

Address Line 2: State Street Financial Center

Address Line 4: Boston, MASSACHUSETTS 02111

| | |
|---------------------------|---------------------|
| NAME OF SUBMITTER: | Kathleen M. Burch |
| SIGNATURE: | /Kathleen M. Burch/ |

| | |
|---------------------|------------|
| DATE SIGNED: | 10/20/2022 |
|---------------------|------------|

Total Attachments: 9

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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 ) each intending to be legally bound, hereby agree as follows:

1. **Definitions.**



[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),

(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
7A6B505408F34DC...
Name: Todd Tillemans
Title: President & CEO

With respect to Sections 3, 4 and 13:

Lotus Barent, Inc.

DocuSigned by:
By: Sean Flanagan
41BF969F1029445...
Name: Sean Flanagan
Title: Secretary

SELLER:

Alethia Skin Care LLC

DocuSigned by:
By: Eric F. Bernstein, MD
0A46909BEC614EC...
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
0A46909BEC614EC...
Eric F. Bernstein, M.D.

[Signature Page – Asset Purchase Agreement]

EXHIBIT A

Purchased Trademarks

- **FROM IDEAS TO INNOVATION AT THE SPEED OF LIGHT** (No. 4392881)
- **SERIOUS SCIENCE FOR YOUR SKIN** (No. 3682888)
- **RES IPSE LOQUITUR** (No. 5891961)
- **FLUENCE RX** (No. 5102120)
- **FLUENCE MD** (No. 5106647)
- **FLUENCE** (No. 5102119)

ASSIGNMENT AND ASSUMPTION OF TRADEMARKS

This Assignment and Assumption of Trademarks (this “Assignment”) is made as of April 10, 2022, but effective February 8, 2021 (the “Effective Date”), from Eric F. Bernstein, M.D. (“Assignor”), to Alethia Skin Care LLC, a Delaware limited liability company, having its principal place of business 32 Parking Plaza, Suite 200, Ardmore, Pennsylvania 19003 (together with its successors and assigns, collectively, “Assignee”).

RECITALS

WHEREAS, Assignor, Assignee, Lotus Parent, Inc. and Cynosure, LLC, 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) whereby Assignor sold substantially all of its assets to Cynosure, LLC on February 8, 2021 (the “Transaction”);

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, Assignee had agreed to sell, assign, transfer and convey to Cynosure, LLC, certain licensed trademarks, consisting of the licensed trademark identified on Exhibit A attached hereto and incorporated by reference herein (the “Purchased Trademarks”);

WHEREAS, it was the intention of all of the parties involved in the Transaction that Assignee sell, and Cynosure purchase, all of the Purchased Trademarks, which should have been transferred from Assignor to Assignee upon consummation of or prior to the Transaction; and

WHEREAS, this Agreement memorializes such assignment and transfer of all of the Purchased Trademarks from Assignor to Assignee, effective as of the closing date of the Transaction.

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 Trademarks 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 Trademark, 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 Trademarks 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

Trademarks 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 Trademarks has been duly executed as of the date first written above.


ASSIGNOR:



Eric F. Bernstein, M.D.

ASSIGNEE:

Alethia Skin Care LLC

By: 

Name: Eric F. Bernstein, M.D.

Its: Manager, duly authorized

[Signature page to Assignment and Assumption of Intellectual Property]

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