

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM184039

<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>
B230 Management, LLC		02/09/2023	Limited Liability Company: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	AMP East, LLC		
<b>Street Address:</b>	3500 Maple Ave		
<b>Internal Address:</b>	Suite 1600		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75219		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4414106	BACK TO 30	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(424)453-3250		
<b>Email:</b>	legal@weramp.com		
<b>Correspondent Name:</b>	Renee E. Coover		
<b>Address Line 1:</b>	3500 Maple Ave		
<b>Address Line 2:</b>	Suite 1600		
<b>Address Line 4:</b>	Dallas, TEXAS 75219		
<b>ATTORNEY DOCKET NUMBER:</b>	1002.01		
<b>NAME OF SUBMITTER:</b>	STEPHANIE REVELL		
<b>SIGNATURE:</b>	STEPHANIE REVELL		
<b>DATE SIGNED:</b>	03/11/2024		
<b>Total Attachments: 8</b>			
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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into effective as of February 9, 2023, by and among B230 Management, LLC, a South Carolina limited liability company (the “Practice Group”), and AMP East, LLC, a Delaware limited liability company (“Service Company”). Practice Group and Service Company each shall be referred to individually as a “Party” and, collectively, as the “Parties”.

RECITALS

A. Service Company or its affiliates own certain trade names, trademarks and service marks (collectively, the “Marks”).

B. Service Company and Practice Group have entered into that certain Business Services Agreement, dated as of even date herewith (as amended from time to time, the “Services Agreement”), pursuant to which Service Company has agreed to provide non-clinical business and administrative services for the medical aesthetics practice (the “Practice”) operated by Practice Group.

C. Practice Group desires to use the Marks in connection with the Practice, and Service Company is willing to permit such use on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. **License**. Subject to the terms and conditions set forth in this Agreement, Service Company grants to Practice Group, and Practice Group hereby accepts, a non-exclusive, non-transferable, revocable license to use the Marks solely in connection with the Practice during the Term (as defined in Section 7 below).

2. **Ownership of Marks**. Practice Group acknowledges and agrees that:

(a) Service Company and/or an affiliate thereof is the sole owner of the Marks, and all goodwill arising from Practice Group’s use of the Marks will inure to the exclusive benefit of Service Company and/or the applicable affiliate thereof;

(b) Practice Group will do nothing inconsistent with Service Company’s or its affiliate’s ownership of the Marks;

(c) Practice Group will assist Service Company in recording this Agreement, or a notice of this Agreement, with appropriate government authorities in any jurisdiction where Service Company, in its discretion, deems such recording necessary or desirable;

(d) nothing in this Agreement or in the Services Agreement will give Practice Group any right, title or interest in the Marks other than Practice Group’s right to use the Marks in accordance with and during the Term;

(e) nothing contained in this Agreement shall preclude Service Company or any of its subsidiaries, affiliates, assignees or other licensees from assigning or using the Marks anywhere in the world and for any and all purposes and in connection with any and all products and services; and

(f) Practice Group will not, at any time during or following the Term, dispute or challenge Service Company’s or its affiliate’s or assignee’s title to the Marks or the validity of this Agreement.

**3. Use of Marks.** Practice Group acknowledges and agrees that:

(a) Practice Group shall not use the Marks (i) for any purpose or reason other than in connection with the Practice, (ii) for any purpose or reason following the termination or expiration of the Term, or (iii) as part of its corporate or business name at any time after the Term, and that any other use of the Marks is an infringement of Service Company's or any of its affiliate's or assignee's exclusive right to use the Marks;

(b) Practice Group shall use the Marks only in the form and manner and with appropriate legends as prescribed from time to time by Service Company, and shall not use any third-party trademark or service mark in combination with any of the Marks without the prior written consent of Service Company;

(c) Practice Group shall not use the Marks in any fashion that would cast disfavor upon, or otherwise damage the reputation of, Service Company or any of its subsidiaries or affiliates;

(d) any slogans, phrases or variations on the Marks used by Practice Group are subject to Service Company's prior written approval and shall be owned by Service Company or its affiliates or assignees, as applicable;

(e) Practice Group and its owner(s) are subject to professional standards and legal requirements that are designed to assure that the Practice provides services of good quality, and Practice Group will use the Marks in compliance with such professional standards, legal requirements and other applicable laws;

(f) no owner of Practice Group shall use the Marks in any personal capacity or otherwise in any manner except on behalf of Practice Group to the extent expressly authorized herein; and

(g) within three (3) business days following the termination or expiration of the Term (as defined below), or any prior written request of Service Company, Practice Group shall submit all applicable applications or other documents to terminate and cancel any fictitious business name permit, license or registration, as applicable, with any state, county, local or other governmental authority and any dental or medical or other board or licensing authority, which uses any of the Marks or any variations thereof, and shall provide Service Company with a copy of all applicable applications or other filings documenting such termination and cancellation.

**4. Form of Use.** If Practice Group seeks to modify the form or manner of use of the Marks or use a third party registered or unregistered trademark or service mark in combination with the Marks, Practice Group shall provide Service Company with representative samples of all advertising and other materials prepared by Practice Group that include use of any such modification or combination with respect to the Marks. After a reasonable opportunity to review, Service Company shall notify Practice Group of its approval or disapproval of any such items. If a sample has been approved, Practice Group agrees that the final version will conform strictly with the specifications and standards in the sample that has been approved by Service Company.

**5. Infringement.** If Practice Group becomes aware of any unauthorized use of the Marks, by Practice Group or any third party, Practice Group agrees to promptly notify Service Company. Service Company, in its discretion, shall have the right, but not the obligation, to commence infringement or unfair competition proceedings involving the Marks, and to challenge unauthorized use of the Marks and any recovery obtained from such infringers shall be paid to Service Company. Service Company shall be solely responsible for all costs and expenses (including attorneys' fees) of prosecuting such actions. Practice

Group shall not institute any suit or take any action on account of any such unauthorized use without the prior written consent of Service Company.

**6. Indemnity.** Practice Group agrees to defend, indemnify and hold harmless Service Company, its subsidiaries, affiliates and assignees and their respective officers, directors, managers, employees and agents, from and against any claims, liabilities or losses (including reasonable attorneys' fees) arising out of any use of the Marks by Practice Group in contravention of this Agreement or any other breach of this Agreement by Practice Group.

**7. Term and Termination.**

(a) The term of this Agreement, including the license granted in Section 1 (the "Term"), shall commence on the date hereof and shall continue in effect unless earlier terminated in accordance with the terms of Section 7(b) below.

(b) The Term shall terminate automatically upon termination or expiration for any reason of the Services Agreement or, at any time, with or without cause, upon at least thirty (30) days' written notice by Service Company to Practice Group. In addition, in the event of any breach of this Agreement by Practice Group that is not cured within thirty (30) days after written notice thereof to Practice Group, then, in addition to all other rights and remedies that Service Company may have at law or in equity, Service Company may, at its option, terminate the Term. Sections 2, 6, 8 and 9 of this Agreement shall survive any termination or expiration of the Term.

**8. Effect of Termination.** Upon termination or expiration of the Term, Practice Group agrees, at its expense, to:

(a) immediately and permanently discontinue all use of the Marks and any term or mark confusingly similar thereto;

(b) if Practice Group's corporate or business name includes any Mark or variant thereof, promptly take all necessary or appropriate action to amend Practice Group's governing or organizational documents and otherwise change such corporate or business name to remove such Mark or variant thereof;

(c) promptly upon Service Company's request, cooperate with Service Company or its appointed agent in applying to the appropriate authorities to cancel recording of this Agreement or notices of this Agreement from all government records;

(d) immediately cease to use and promptly destroy all letterhead, stationery, forms and other printed material belonging to Practice Group that bear the Marks;

(e) promptly remove, or modify to remove all Marks from, all signage owned by Practice Group that bear any of the Marks;

(f) promptly assign to Service Company any domain name registrations of Practice Group that use or incorporate the Marks or derivations thereof; and

(g) promptly upon Service Company's request, execute and deliver to Service Company or its applicable affiliate or assignee such other documents, and do such acts and things, as Service Company or its affiliate or assignee reasonably requests for the purposes of carrying out the intent of this Agreement. All rights in the Marks and the goodwill connected therewith shall, as between the Parties, be and remain the property of Service Company.

**9. Miscellaneous.**

(a) Enforceability. The Parties have carefully structured this Agreement and the arrangements hereunder to comply with applicable laws and regulations and have consulted to their satisfaction with their respective legal counsel in connection herewith. Each Party acknowledges and agrees that this Agreement and such arrangements are valid, legal and enforceable obligations of such Party, and agrees that it shall not make, assert, maintain or initiate, nor cause to be made, asserted, maintained or initiated, any claim, charge, demand, action, arbitration or proceeding of any type, the basis of which is, in whole or in part, that this Agreement or any portion hereof, or the relationships created hereby, is illegal. If any Party takes any action which is inconsistent with the preceding sentence, then such Party shall pay all costs and expenses (including reasonable attorneys' fees, costs and disbursements) incurred by the other Parties in defending or responding to such claim, charge, demand, action, arbitration or proceeding, which payment shall be made promptly to such other Party upon its request.

(b) Changes in Applicable Laws. If there is a change in any applicable law or the interpretation or application thereof, or the adoption, enactment, promulgation, issuance, rendering or interpretation or application of any new applicable law, which will make this Agreement unlawful or illegal, or if either Party provides in good faith to the other a written opinion from counsel experienced in construing the applicable laws that any provision of this Agreement may reasonably be construed to violate such laws, then the Parties will immediately negotiate in good faith an amendment to this Agreement or a new arrangement, the purpose and substance of which will be modification of only such provision or provisions so that the Agreement, as modified, complies with the applicable law, interpretation or application and continues to reflect, as nearly as possible, the intent of the Parties as expressed herein and the economic arrangements and position of the Parties hereunder.

(c) Severability. Any term or provision hereof that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under applicable law, be invalid or unenforceable in any respect, each Party hereto intends that such provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law and to otherwise give effect to the intent of the Parties.

(d) Waiver; Consents. No waiver or consent of any provision of this Agreement will be valid and binding unless it is in writing and signed by the Party against whom the consent or waiver is to be effective. No waiver or consent by any Party of any breach or violation of, default under or inaccuracy in any representation, warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent breach, violation, default of, or inaccuracy in, any such representation, warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any Party in exercising any right, power or remedy under this Agreement will operate as a waiver thereof.

(e) Governing Law; Venue; Legal Expenses. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice or conflict of laws provision or rule that would cause the application of the laws of any other jurisdiction. Subject to Section 9.13 of the Services Agreement, to the fullest extent permitted by applicable law, each Party hereto agrees: (i) that any claim, action or proceeding by such Party seeking any relief arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in a State or Federal court located in the State of Texas and not in any other State or Federal court; (ii) to submit to the exclusive jurisdiction of such courts and waives and agrees not to assert any objection that the laying of such venue has been brought in an inconvenient forum; and (iii) that a judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided

by applicable law. If a Party elects to incur legal expenses to enforce or interpret any provision of this Agreement by judicial or arbitral proceedings, the prevailing Party in such proceeding will be entitled to recover such legal expenses (including reasonable attorneys' fees, costs and disbursements at all court levels), in addition to any other relief to which such Party shall be entitled.

(f) Remedies. All rights, powers and remedies granted to any Party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers or remedies which such Party has under any other term of this Agreement, at common law, in equity, by statute or otherwise. All such rights powers and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by such Party.

(g) Assignability; Binding Effect. Neither this Agreement nor any interest herein may be assigned in whole or in part by either Party without obtaining the prior written consent of the other Party; *provided, however*, that Service Company may assign, delegate, transfer or convey its rights, benefits and/or obligations hereunder, including without limitation to a parent, subsidiary or affiliate thereof or to an entity into which Service Company is merged or with which Service Company is consolidated or to a purchaser of all or substantially all of its assets or capital stock or other equity or ownership interests or as part of a corporate reorganization, and Service Company may collaterally assign its rights and benefits hereunder to any lender for security purposes or as collateral. The provisions of this Agreement will be binding upon and will inure to the benefit of the Parties' successors and permitted assigns, respectively, but this provision will not constitute a consent by either Party to assignment by the other Party otherwise prohibited by this Section 9(g).

(h) Amendment. This Agreement (together with the Services Agreement) constitutes the entire agreement between the Parties hereto relating to the subject matter of this Agreement. To be effective, any amendment or modification of this Agreement must be in writing and signed by or on behalf of each of the Parties hereto.

(i) Headings; Interpretation. The headings of the Sections of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the Parties hereto. Each Party has read this Agreement in full, has had the opportunity for independent review by its legal and other counsel, and has consulted with and been advised by such counsel, and the terms and conditions contained herein have been arrived at by arm's length negotiations among the Parties. The Parties intend that rules of interpretation or construction of contracts that would construe any ambiguity herein against the draftsman, by virtue of being the draftsman, shall not apply.

(j) Counterparts. This 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. The exchange by the Parties of copies of this Agreement and executed signature pages hereto by electronic transmission shall constitute effective execution and delivery of the Agreement and may be used in lieu of the original thereof for all purposes. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the Party against whom enforcement is sought.

(k) Notices. All notices, requests, demands, claims and other communications required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered, given or otherwise provided: (a) by hand (in which case, it will be effective upon delivery); (b) by facsimile during normal business hours (in which case, it will be effective upon receipt of confirmation of good transmission); (c) by overnight delivery by a nationally recognized courier service (in which case, it will be effective on the business day after being deposited with such courier service); or (d) by electronic mail (in which case, it will be effective upon receipt of confirmation of good transmission or the next Business Day, whichever is sooner), (x) if to Practice Group: c/o B230 Management, LLC, Attention: Cindy Jackson, Email: cindy@backto30.com; with mandatory copy (which shall not constitute notice) to: c/o Advanced

MedAesthetic Partners, Inc., 3500 Maple Avenue, Suite 1600, Dallas, Texas 75219, Attention: Stan Twarog, Email: stwarog@leonhealthcarepartners.com; and (y) if to Service Company: c/o Advanced MedAesthetic Partners, Inc., 3500 Maple Avenue, Suite 1600, Dallas, Texas 75219, Attention: Nicole Chiamonte, Email: nicole@weramp.com, with mandatory copies (which shall not constitute notice) to: c/o Advanced MedAesthetic Partners, Inc., 3500 Maple Avenue, Suite 1600, Dallas, Texas 75219, Attention: Stan Twarog, Email: stwarog@leonhealthcarepartners.com, and Holland & Knight LLP, 701 Brickell Avenue, Suite 3300, Miami, Florida 33131, Attention: Omari K. Sealy, Esq., Email: Omari.Sealy@hkllaw.com. Any Party may change its address specified for notices herein by designating a new address by notice in accordance with this Section 9(k).

(l) Dispute Resolution. Any controversy, dispute or claim arising out of or relating to this Agreement or the transactions contemplated hereunder or the breach hereof, including whether the controversy, dispute or claim is arbitrable, will (unless resolved by written agreement of the Parties) be resolved in accordance with Section 9.13 of the Services Agreement and THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY DISPUTE. THE PARTIES AGREE AND UNDERSTAND THAT THE EFFECT OF THIS SECTION 9(l) IS THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY.

*[The remainder of this page intentionally left blank. Signature page follows.]*



**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the day and date first above written.

**PRACTICE GROUP:**

B230 Management, LLC, a South Carolina limited liability company

DocuSigned by:  
By: Angela Mathews  
Name: Angela Mathews  
Title: Member

DocuSigned by:  
By: Cindy Jackson  
Name: Cindy Jackson  
Title: Member

**SERVICE COMPANY:**

AMP East, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Hunter Dallas  
Title: President

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the day and date first above written.

**PRACTICE GROUP:**

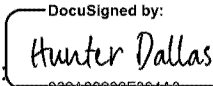
B230 Management, LLC, a South Carolina limited liability company

By: \_\_\_\_\_  
Name: Angela Mathews  
Title:

By: \_\_\_\_\_  
Name: Cindy Jackson  
Title:

**SERVICE COMPANY:**

AMP East, LLC, a Delaware limited liability company

DocuSigned by:  
By:  \_\_\_\_\_  
Name: Hunter Dallas  
Title: President