

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI104525

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900839453		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steven F. Weiner, M.D., P.A.		04/28/2023	Corporation: FLORIDA
RECEIVING PARTY DATA			
Company Name:	AMP East, LLC		
Street Address:	3500 Maple Ave		
Internal Address:	Suite 1600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5427972	ALL SMILES	
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>			
Phone:	(424)453-3250		
Email:	legal@weramp.com		
Correspondent Name:	Renee Coover		
Address Line 1:	3500 Maple Ave		
Address Line 2:	Suite 1600		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	1005.02		
NAME OF SUBMITTER:	STEPHANIE REVELL		
SIGNATURE:	STEPHANIE REVELL		
DATE SIGNED:	03/19/2024		
Total Attachments: 5			
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INTELLECTUAL PROPERTY TRANSFER ASSIGNMENT

This Intellectual Property Transfer Agreement (this "Assignment") is made and entered into as of April 28, 2023, by and between AMP East, LLC, a Delaware limited liability company ("Assignee"), and Steven F. Weiner, M.D., P.A., a Florida professional corporation (the "Assignor").

RECITALS

A. The Owner (as defined in the Purchase Agreement) owns all of the issued and outstanding equity interests of the Assignor.

B. Assignee and Assignor are parties to that certain Asset Purchase and Contribution Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among Assignee, Owner, and Assignor. Capitalized terms used but not defined herein shall have the meaning ascribed such terms in the Purchase Agreement.

C. Pursuant to the Purchase Agreement, Owner has agreed to cause Assignor to assign to Assignee, and Assignee has agreed to assume from Assignor, certain Intellectual Property assets of Assignor described below.

D. Assignee and Assignor now desire to consummate the transfers as provided in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, pursuant to the terms of the Purchase Agreement and in consideration of the foregoing recitals and of the mutual agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignment. Effective as of the Closing Date, and for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, all of Assignor's right, title and interest in and to Assignor's Intellectual Property identified on Schedule A attached hereto, together with all goodwill of the business associated therewith (collectively, the "Assigned Intellectual Property").

2. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably required by Assignee to effect more fully the transactions contemplated by this Assignment, including without limitation any actions or documents required by the United States Patent and Trademark Office.

3. Appointment as Attorney-In-Fact. Assignor hereby irrevocably constitutes and appoints Assignee, its successors and assigns, its true and lawful attorney and attorneys, with full power of substitution, in its name and stead, but on behalf and for the benefit of Assignee, its successors and assigns, to demand and receive any and all of the Assigned Intellectual Property,

and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to prosecute in its name, or otherwise, for the benefit of Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors and assigns, may deem proper, convenient or necessary for the collection or reduction to possession of any of the business, properties or assets comprising the Assigned Intellectual Property or for the collection and enforcement of any claim or right of any kind sold, conveyed, transferred and assigned to Assignee by Assignor pursuant to the Purchase Agreement, and to take all such other actions with respect to the Acquired Assets as Assignee and its successors and assigns shall deem to be proper, necessary, convenient or desirable in order to carry out the intent of the Purchase Agreement.

4. Other Instruments. It is understood that Assignor, contemporaneously with the execution and delivery of this Assignment, is further executing and delivering to Assignee certain other assignments and instruments of transfer which, in particular, cover certain of the interests and assets hereinabove assigned, the purpose of which is to supplement, facilitate and otherwise implement the transfers intended.

5. Successors and Assigns. This instrument and the covenants and agreements herein contained shall inure to the benefit of and shall bind the respective parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by the laws of the State of Delaware without regard to conflicts of law principles.

7. Execution; Amendment. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile or other electronically scanned signatures shall be deemed originals for all purposes of this Assignment. This Assignment may be amended only by an instrument in writing executed by all the parties, which writing must refer to this Assignment.

[The remainder of this page is intentionally left blank. The signature page follows.]

IN WITNESS WHEREOF, the parties' duly authorized officers have executed this Assignment as of the day and year first herein above written.

ASSIGNEE:

AMP East, LLC

DocuSigned by:
Nicole Chiamonte
By: _____
Name: Nicole Chiamonte
Title: Authorized Signatory

ASSIGNOR:

Steven F. Weiner, MD, P.A.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties' duly authorized officers have executed this Assignment as of the day and year first hereinabove written.

ASSIGNEE:

AMP EAST, LLC

By: _____
Name: Nicole Chiaramonte
Title: Authorized Signatory

ASSIGNOR:

STEVEN F. WEINER, M.D., P.A.

By: Steven F. Weiner
Name: Steven F. Weiner
Title: President and Chief Executive Officer

Schedule A

Acquired Intellectual Property

Trademarks

“ALL SMILES” registered with USPTO Registration Number 5427972

“ReJAWvenation” registered with USPTO Registration Number 5423391