

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI111514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zein E. Obagi, M.D., Inc.		09/30/2020	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	ZOMD, Inc.		
Street Address:	7735 S. 134th Street		
Internal Address:	Suite 104-109		
City:	Omaha		
State/Country:	CALIFORNIA		
Postal Code:	68138		
Entity Type:	Corporation: NEBRASKA		
Company Name:	ZO Skin Health, Inc.		
Street Address:	9685 Research Drive		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92618		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87117877	ZO SKIN CENTRE	
CORRESPONDENCE DATA			
Fax Number:	9499887544		
<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:	9499887542		
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		

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DATE SIGNED:	03/21/2024
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Total Attachments: 12

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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.

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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. OBAGI, M.D., President FOR
Name(s) of Signer(s)

ZEIN E. OBAGI, M.D., INC AND ZEIN E OBAGI, M.D., President FOR ZOND, 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.



Place Notary Seal and/or Stamp Above

Signature Adrian Furchner
Signature of Notary Public

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

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2858991 SURV

FILED EY
Secretary of State
State of California

SEP 30 2020

Agreement of Merger

This Agreement of Merger is entered into between ZO Skin Health, Inc. ^{ICC} a, California corporation (herein "Surviving Corporation") and ZOMD, Inc., a Nebraska corporation (herein "Merging Corporation") ^{MC}.

1. Merging Corporation shall be merged into Surviving Corporation.
2. The Articles of Incorporation of the Surviving Corporation are amended and restated as of the Effective Date in connection with the merger as set forth in the attached "Exhibit A".
3. Each outstanding share of Merging Corporation shall be converted into 4.0727 shares of Common Stock of Surviving Corporation.
4. All of the Series A Common Stock, Series B Common Stock and the Non-Voting Preferred Stock of the Surviving Corporation are being cancelled without consideration.
5. Merging Corporation shall from time to time, as and when requested by Surviving Corporation, execute and deliver all such documents and instruments and take all such action necessary or desirable to evidence or carry out this merger.
6. The effect of the merger and the effective date of the merger are as prescribed by law.

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IN WITNESS WHEREOF, the parties have executed this Agreement.

ZO Skin Health, Inc. a California
corporation

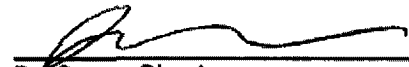


By: Mark Williams
Its: President and Secretary

ZOMD, Inc., a Nebraska corporation



By: Zein E. Obagi, M.D.
Its: President



By: Samar Obagi
Its: Secretary

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EXHIBIT "A"

AMENDED AND RESTATED
ARTICLES OF INCORPORATION

AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
ZO SKIN HEALTH, INC.

ARTICLE I

The name of this Corporation is ZO Skin Health, Inc.

ARTICLE II

The purpose of this Corporation is to engage in any lawful act or activity for which a Corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

A. **Authorized.** This Corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares of Common Stock which this Corporation is authorized to issue is 25,000,000 shares, each with a par value of \$0.01 per share. The total number of shares of Preferred Stock which this Corporation is authorized to issue is 25,000,000 shares with a par value of \$0.01 per share. The total number of shares of the Corporation is 50,000,000 shares.

B. **Rights and Restrictions.** The Board of Directors, within any limits and restrictions stated, may determine or alter the rights, preferences, privileges, and restrictions granted to or imposed upon any wholly unissued class of shares or any wholly unissued series of any class of shares.

ARTICLE IV

A. **Elimination of Monetary Damages.** The liability of the directors of this Corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

B. **Indemnification.** This Corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, vote of shareholders or disinterested directors, or otherwise in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to this Corporation and its shareholders.

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Mark Williams certifies that:

1. He is the president and secretary of ZO Skin Health, Inc., a California corporation (the "Surviving Corporation").
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors of the corporation.
3. The principal terms of the Agreement of Merger, including Section 4 thereof, were unanimously approved by the holders of 100% of the outstanding shares of the corporation.
4. Immediately prior to the merger, there were 6,492,581 shares of Series A Common Stock, 3,025,000 shares of Series B Common Stock, and 333,056 shares of Non-Voting Preferred Stock outstanding.
5. All of the Series A Common Stock, Series B Common Stock and the Non-Voting Preferred Stock of the Surviving Corporation are being cancelled without consideration.

I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

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A0847069

Date: September 30, 2020



Mark Williams, President and Secretary

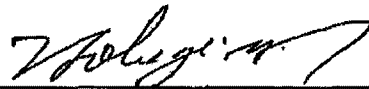
CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER

Zein E. Obagi, M.D. and Samar Obagi certify that:

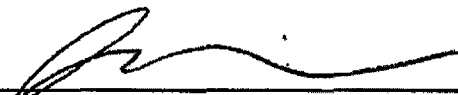
1. They are the president and the secretary, respectively, of ZOMD, Inc., a Nebraska corporation.
2. The principal terms of the Agreement of Merger in the form attached were duly approved by the board of directors and by the shareholders of the corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There is only one class of shares, and the number of shares outstanding entitled to vote on the merger is 10,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: September 30, 2020



Zein E. Obagi, M.D., President



Samar Obagi, Secretary