

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Galatea Corp.	06/22/2012
RECEIVING PARTY DATA	
Name:	Tepha Acquisition Corp.
Street Address:	99 Hayden Avenue
City:	Lexington
State/Country:	MASSACHUSETTS
Postal Code:	02421
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13413770
CORRESPONDENCE DATA	
Fax Number:	(617)523-1231
Phone:	617.570.1292
Email:	mrovner@goodwinprocter.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Miriam J. Rovner c/o Goodwin Procter LLP
Address Line 1:	Exchange Place, 53 State Street
Address Line 4:	Boston, MASSACHUSETTS 02109
ATTORNEY DOCKET NUMBER:	120266/155254
NAME OF SUBMITTER:	Miriam J. Rovner
Total Attachments: 7 source=[execute] IP Assignment Agreement (Exhibit D)#page1.tif source=[execute] IP Assignment Agreement (Exhibit D)#page2.tif source=[execute] IP Assignment Agreement (Exhibit D)#page3.tif source=[execute] IP Assignment Agreement (Exhibit D)#page4.tif source=[execute] IP Assignment Agreement (Exhibit D)#page5.tif source=[execute] IP Assignment Agreement (Exhibit D)#page6.tif source=[execute] IP Assignment Agreement (Exhibit D)#page7.tif	

OP \$40.00 13413770

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "Assignment Agreement") is made this 22nd day of June 2012, by and between Galatea Corp., a Delaware corporation ("Assignor") and Tephra Acquisition Corp. ("Assignee"), a Delaware corporation and wholly-owned subsidiary of Tephra, Inc., a Delaware corporation. Capitalized words and terms used but not otherwise defined herein shall have the respective meanings given to them in the Asset Purchase Agreement dated as of June 22, 2012, by and between Assignee and Assignor (the "Agreement").

WHEREAS, Assignor holds all right, title and interest in and to the Business Intellectual Property, including, but not limited to, (i) certain patents and/or patent applications identified in the attached Schedule A (the "Patents"), (ii) certain domain names identified in the attached Schedule B (the "Domain Names"), and (iii) certain unregistered (or pending registration) trademarks, service marks and tradenames identified in the attached Schedule C (the "Marks"); and

WHEREAS, pursuant to the Agreement, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee all of Assignor's rights, title and interest in, to and under the Purchased Assets, including, without limitation, the Patents, the Domain Names and the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor does hereby:

SELL, CONVEY, ASSIGN, TRANSFER AND DELIVER to Assignee all of its right, title and interest in and to: (i) the Business Intellectual Property, including all rights to use, exploit, license and otherwise dispose of the same, including, without limitation, (a) the Patents, (b) the Domain Names, and (c) the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto; and (ii) all claims for damages for reason of past or current infringement of the Business Intellectual Property, as well as the right to sue for and collect the same for its own use and enjoyment.

WITH RESPECT TO COPYRIGHTS AND WORKS SUBJECT TO COPYRIGHT, WAIVE AND RELEASE any moral rights, including the rights of attribution or integrity Assignor may have in said work(s), including any moral rights arising under 17 U.S.C. §106A, other U.S. federal law, state law or laws of any foreign country for any and all applications in which either the right of attribution or the right of integrity may be implicated. The moral rights hereby waived include, but are not limited to: (1) any right to require Assignee or its successors or licensees to identify Assignor as the author of the work; and (2) the right to prevent destruction of, or any intentional distortion, mutilation, or other modification of, the work.

AUTHORIZE the Director of the United States Patent & Trademark Office, the United States Register of Copyrights, and/or any official of any U.S. state or states, or any country or

countries foreign to the United States, whose duty it is to record Patent applications and title thereto, to record the Patents and title thereto as the property of Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

COVENANT that, when requested and at the expense of Assignee, execute and deliver to Assignee any and all documents reasonably requested by Assignee to effectuate the assignment described herein.

COVENANT that this Assignment Agreement will be binding on the successors of Assignor and extend to the successors, assigns and nominees of Assignee.

Assignee does hereby:

ASSUME and agree to pay, defend, discharge and perform as and when due and performable all Liabilities relating to or arising out of the Business Intellectual Property from and after the Closing (other than Liabilities attributable to any failure prior to the Closing by the Company or any Affiliate thereof to comply with the terms thereof).

COVENANT that this Assignment Agreement will be binding on the successors of Assignee and extend to the successors, assigns and nominees of Assignor.

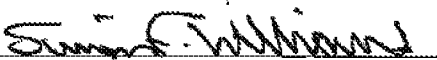
*[Remainder of page intentionally left blank;
Signatures follow]*

IN WITNESS WHEREOF, the undersigned has executed this Assignment Agreement as of the date set forth above.

GALATEA CORP.

By: 
Name: JOHN A. SLATTERY
Title: SECRETARY & TREASURER

TEPHA ACQUISITION CORP.

By: 
Name: Simon F. Williams
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

STATE OF New Jersey)
COUNTY OF Essex)

BEFORE ME, the undersigned authority, on this 21st day of June 2012, personally appeared JOHN A SLATTERY, SECRETARY & TREASURER of Galatea Corp., a Delaware corporation, on behalf of said corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that such person executed the same of such person's own free will for the purposes and consideration therein expressed.

Linda Lowerre
Notary Public
My Commission Expires: 6/25/14

[SEAL]

Linda Lowerre Notary Public of New Jersey Commission Expires June 25, 2014

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

PATENTS

Juris.	Type	Filed	Title	Number	Inventors
U.S.	Letters Patent	3/7/2012	Systems and Methods for Mastopexy	Serial No.: 13/413,770	Arikha Moses, Emily Stires, Anthony Natale

SCHEDULE B

DOMAIN NAMES

GALATEAAESTHETICS.COM
GALATEASURGICAL.COM
GALATEACORP.COM
GALATEAESTHETICS.COM
GALATOPEXY.com
G-ELAST.com

SCHEDULE C
TRADEMARKS

Trademark	Status Client Ref Number	App Number Reg Number	App Date Reg Date
GALAFLEX <i>Country:</i> United States of America <i>Classes:</i> 10 Int.	Published	85/273,670	22-Mar-2011
GALATOPEXY <i>Country:</i> United States of America <i>Classes:</i> 10 Int.	Pending	85/268,769	16-Mar-2011
G-ELAST <i>Country:</i> United States of America <i>Classes:</i> 10 Int.	Published	85/273,709	22-Mar-2011
G-FLEX <i>Country:</i> United States of America <i>Classes:</i> 10 Int.	Pending	85/273,612	22-Mar-2011