

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3109471

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SILICONE ARTS LABORATORIES, LLC	11/14/2014

RECEIVING PARTY DATA

Name:	SILICONE ARTS LABORATORIES, INC.
Street Address:	806 S. COOPER ST.
City:	MEMPHIS
State/Country:	TENNESSEE
Postal Code:	38104

PROPERTY NUMBERS Total: 3

Property Type	Number
Application Number:	61914456
Application Number:	61913704
Application Number:	13444426

CORRESPONDENCE DATA

Fax Number: (901)680-7201

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: hemant.gupta@butlersnow.com, trademark.docket@butlersnow.com

Correspondent Name: HEMANT GUPTA

Address Line 1: 6075 POPLAR AVE.

Address Line 2: SUITE 500

Address Line 4: MEMPHIS, TENNESSEE 38119

NAME OF SUBMITTER:	HEMANT GUPTA
SIGNATURE:	/Hemant Gupta/
DATE SIGNED:	11/14/2014
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of November 1, 2014, is made by Silicone Arts Laboratories, LLC ("**Seller**"), a Tennessee limited liability company in favor of Silicone Arts Laboratories, Inc ("**Buyer**"), a Delaware corporation, limited liability company

WHEREAS, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "**Assigned IP**"):

(a) the patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents**");

(b) the trademark registrations set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Tennessee, without giving effect to any choice or conflict of law provision or rule (whether of the State of Tennessee or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SILICONE ARTS LABORATORIES, LLC.

By:



Name: Oscar Atkinson

Title: President

Date: 11/14/14

AGREED TO AND ACCEPTED:

SILICONE ARTS LABORATORIES, INC.

By:

A handwritten signature in cursive script, appearing to read "Oscar Atkinson", written in black ink on a white background.

Name: Oscar Atkinson

Title: President

Date: 11/14/14_____

SCHEDULES

SCHEDULE 1

ASSIGNED PATENT APPLICATIONS

1. U.S. PATENT APP. NO. 61/914,456
2. U.S. PATENT APP. NO. 61/913,704
3. U.S. PATENT APP. NO. 13/444,426

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS

1. WORRYLESS – U.S. TRADEMARK REG. NO. 4,410,682
2. DERMAFLAGE – U.S. TRADEMARK REG. NO. 4,135,399