504022446 09/26/2016

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4069105

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JESSE ROSEN	09/13/2016
KEVIN SPRINGER	09/19/2016
KRISTINE TATSUTANI	09/19/2016
MICHAEL O'NEIL	09/19/2016

RECEIVING PARTY DATA

Name:	R2 DERMATOLOGY, INC.
Street Address:	2633 CAMINO RAMON
Internal Address:	SUITE 130
City:	SAN RAMON
State/Country:	CALIFORNIA
Postal Code:	94583

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	15257827
PCT Number:	US2016050244

CORRESPONDENCE DATA

Fax Number: (650)326-2422

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.

Phone: 650-326-2400

Email: Imcdill@kilpatricktownsend.com

Correspondent Name: DENNIS CHANG

Address Line 1: KILPATRICK TOWNSEND AND STOCKTON LLP

Address Line 2: 2 EMBARCADERO CENTER, 8TH FLOOR Address Line 4: 2 EMBARCADERO CENTER, 8TH FLOOR SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	101537-000110US AND 110PC	
NAME OF SUBMITTER:	LISA MCDILL	
SIGNATURE:	/Lisa McDill/	
DATE SIGNED:	09/26/2016	

PATENT 504022446 REEL: 039858 FRAME: 0940

Total Attachments: 2

source=1019923_1019924_AssignUSNPPCT#page1.tif source=1019923_1019924_AssignUSNPPCT#page2.tif

PATENT REEL: 039858 FRAME: 0941 Attorney Docket No. 101537-000110US-1019923 101537-000110PC-1019924

ASSIGNMENT (Patent Application)

We [I], the undersigned, have invented certain inventions and improvements disclosed in a utility (provisional or non-provisional) or design patent application entitled

"MEDICAL SYSTEMS, METHODS, AND DEVICES FOR HYPOPIGMENTATION COOLING TREATMENTS,"

filed with the U.S. Patent & Trademark Office on September 6, 2016 and assigned serial no. 15/257,827;

and

PCT application serial no. PCT/US2016/050244 filed September 2, 2016.

For good and valuable consideration, the receipt and sufficiency of which we [1] acknowledge, we [1]:

- Agree to assign, transfer, convey, and sell, hereby assign, transfer, convey, and sell and have assigned, transferred, conveyed, and sold to R2 Dermatology, Inc., a corporation having a principal place of business at 2633 Camino Ramon, Suite 130, San Ramon, CA 94583 ("Assignee"), the entire right, title, and interest in and to:
 - (a) all intellectual property (including, without limitation, any innovation, information, invention, discovery, product, process, work or design) disclosed, embodied, shown, or claimed in the above-referenced patent application, implicitly or explicitly;
 - (b) the above-referenced patent application, the right to claim priority to the above-referenced patent application, all applications based in whole or in part upon the above-referenced patent application, including, without limitation, all applications that are a provisional, non-provisional, design, divisional, continuation, continuation-in-part, registration, utility model, industrial design, reissue, renewal, substitute, extension, reexamination, post-grant review, interpartes review, supplemental examination or non-U.S. patent application or application for other rights based in whole or in part on the above-referenced patent application;
 - (c) all patents (including, without limitation, all U.S. and non-U.S. patents, registrations, utility models, industrial designs, design patents, counterparts, continuations, continuations-in-part, divisionals, reissues, renewals, substitutes, extensions, reexaminations, post-grant reviews, inter partes reviews and supplemental examinations) that are granted or issued upon, or that claim priority to, any and all applications described in (b) of this paragraph or that disclose or claim intellectual property described in (a) of this paragraph, in whole or in part; and
 - (d) all claims for damages by reason of past infringement of any rights under the applications or patents described in (a), (b) or (c) of this paragraph (including

PATENT REEL: 039858 FRAME: 0942 ASSIGNMENT U.S. Serial No. 15/257,827 Attorney Docket No. 101537-000110US-1019923, 000110PC-1019924 Page 2 of 2

provisional rights to reasonable royalties pursuant to 35 U.S.C. §154(d)) and the right to sue for and collect such damages and royalties for Assignee's own use.

- 2. Authorize and request the U.S. Patent and Trademark Office or any other U.S. or non-U.S. agency to issue to the Assignee any and all patent(s), or other rights or documents, resulting from the intellectual property, patent application(s) and patents described in paragraph 1 of this Assignment.
- 3. Agree to sign all papers and documents, including without limitation, applications, declarations, oaths and petitions, and, at the Assignee's expense, perform any other acts that are necessary in connection with prosecution of patent application(s) or intellectual property described in paragraph 1 of this Assignment and the enforcement of patent(s) or other rights resulting from such patent application(s) or intellectual property.
- 4. Agree that the terms, covenants, and conditions of this Assignment shall inure to the benefit of the Assignee, its successors, assigns and other legal representative, and shall be binding upon us [me], as well as our [my] heirs, legal representatives, and assigns.
- 5. Promise and affirm that we [I] have not entered, and will not enter, into any assignment, contract, or understanding that conflicts with this Assignment.

Signed on the dates indicated beside our [my] signatures [signature].

Signature:	posolor	Date: 9/3/2016
	Jesse Rosen	
Signature:	Ker I Sty	Date: 9/19/2016
	Kevin Springer	
Signature:	Lice	Date: 9/19/16
•	Kristine Tatsutani	' /
Signature:	M. Oraio	Date: 9/19/2016
	Michael O'Neil	

68738742V.1

PATENT REEL: 039858 FRAME: 0943

RECORDED: 09/26/2016