

## TRADEMARK CONSENT AGREEMENT

This TRADEMARK CONSENT AGREEMENT (“Agreement”), which is effective as of July 08, 2019 (the “Effective Date”), represents an agreement between Advangen, LLC, a Texas limited liability company located at 801 Core Street, Suite A, Dallas, Texas 75207 (“Advangen”) and Evolus, Inc., a Delaware corporation located at 520 Newport Center Dr., Suite 1200, Newport Beach, California 92660 (“Evolus”) (Advangen and Evolus each a “Party” and collectively the “Parties”).

### RECITALS

WHEREAS, Advangen owns U.S. Trademark Application No. 87162968 (the “évolis Application”), submitted September 7, 2016 for the mark évolis (the “évolis Mark”) for the following goods and services, as may be amended: “Chemical preparations for the hair, namely, hair dye, hair straightening, hair perming hair bleaching; conditioners for use on the hair; conditioning preparations for the hair; hair care shampoo; hair care preparations; hair care products, namely, hair mousse, hair shampoo, hair conditioner, hair texturizer, styling mousse, styling cream, styling gel, styling spray, hair treatment mask, hair treatment cream, hair treatment serum, dry shampoo; hair conditioning preparations; hair cosmetic preparations; hair cream; hair gel; hair lotions; hair moisturizing conditioners; hair products, hair mousse, hair shampoo, hair conditioner, hair texturizer, styling mousse, styling cream, styling gel, styling spray, hair treatment mark, hair treatment cream, hair treatment serum, dry shampoo; hair spray; hair thickeners, namely, hair powder, hair spray, hair cream; non-medicated gels for the hair; non-medicated hair care products, namely, hair mousse, hair shampoo, hair conditioner, hair texturizer, styling mousse, styling cream, styling gel, styling spray, hair treatment mask, hair treatment cream, hair treatment serum, dry shampoo; non-medicated hair preparations; non-medicated hair shampoos; non-medicated preparations for the care of the hair; non-medicated preparations for use on the hair; preparations for enriching the hair, namely, hair oil, hair cream, hair serum, hair tonics, hair ampoule; preparations for the care of hair; non-medicated gels for use on the scalp; non-medicated preparations for the care of the scalp; non-medicated shampoo preparations for the scalp; cosmetic pencils, liners, gels, brushes, and mascara for eyebrows; cosmetics for eyebrows; hair lotions; hair protection lotions; lotions for cosmetic purposes; lotions for the hair; non-medicated hair lotions; cosmetic hair tonics; hair shampoo; non-medicated shampoos; shampoos; conditioners for treating the hair; non-medicated conditioners in the form of sprays for the scalp; hair conditioner; non-medicated scalp treatments; non-medicated hair strengthening treatment lotions; materials for strengthening hair; shampoos for human hair; non-medicated hair tonic; cosmetic hair tonics; shampoos for the hair; non-medicated, cosmetic beauty serum; cleansing products, namely, pre-moistened cosmetic wipes and cleansing gel for the eyebrows, eyelashes; cosmetics for eyebrows, eyelashes” in Class 3; “medicated pharmaceutical preparations for treating the scalp; medicated pharmaceutical preparations; pharmaceutical hair lotions; medicated lotions for treating scalp sensitivity and irritation, promoting hair growth, and preventing hair fall; pharmaceutical tonic preparations for treating scalp sensitivity and irritation, promoting hair growth, and preventing hair fall; medicated tonics based on plant extracts for treating scalp sensitivity and irritation, promoting hair growth, and preventing hair fall; pharmaceutical products for the stimulation of hair growth; pharmaceutical preparations for treating dandruff;

Medicated preparations for the treatment of dandruff; medicated preparations for the scalp, other than shampoo; medicated skin tonics for treating scalp sensitivity and irritation, promoting hair growth, and preventing hair fall; pharmaceutical tonic preparations for treating scalp sensitivity and irritation, promoting hair growth, and preventing hair fall; medicated skin tonics; medicated serums for treating scalp sensitivity and irritation, promoting hair growth, and preventing hair fall; pharmaceutical preparations for topical use for scalp sensitivity and irritation, promoting hair growth, and preventing hair fall; topical, medicated dermatological preparations for medical purposes; medicinal hair growth preparations; pharmaceutical preparations for the stimulation of growth; medicated preparations for the treatment of the scalp; medicated preparations for the treatment of the skin; medicated scalp treatments; medicinal hair growth preparations; medicated scalp treatments; medicated shampoo; topical preparations for promoting hair growth” in Class 5; “Pharmaceutical research services; research relating to pharmaceuticals; pharmaceutical research services for assessing the efficiency of pharmaceuticals” in Class 42; and “beauty consultancy services relating to personal appearance relating to hair, beauty and cosmetics; hair care services relating to the scalp and hair treatment; beauty advisory services relating to beauty treatment; cosmetic treatment services, namely, scalp and hair treatment; medical treatment of the scalp; shampooing of the hair being hair salon services” in Class 44.

WHEREAS, Evolus owns U.S. Trademark Application No. 88085395 (the “EVOLUS Application”), submitted August 20, 2018, for the mark EVOLUS (the “EVOLUS Mark”) for “injectable dermal filler; injectable neurotoxin” in Class 5, as may be amended.

WHEREAS, on December 5, 2018, the United States Patent and Trademark Office suspended the EVOLUS Application due to a potential likelihood of confusion with the évolis Mark in Advangen’s prior pending évolis Application.

WHEREAS, the Parties believe that Evolus’s concurrent use of the EVOLUS Mark within the scope of the EVOLUS Application, or as amended therein, will not create actual or a likelihood of confusion with Advangen’s use of the évolis Mark.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties believe no conflict or likelihood of confusion will exist between the Parties’ concurrent use of the EVOLUS Mark and the évolis Mark based on the Parties’ review and consideration of the following facts:

a. The Parties believe that the marks, as a whole, create different and distinct commercial impressions so that the respective consumers are not likely to be confused. The EVOLUS mark contains a “U” whereas the évolis mark contains an “i”. In addition, the EVOLUS mark contains no accents while the évolis Mark contains a notable and distinctive accent over the initial letter (“é”). The Parties believe that these differences render their respective marks sufficiently visually and aurally different to avoid consumer confusion.


- b. As of the Effective Date, the Parties' respective goods and services, as described above, are and will continue to be sufficiently different and distinct from one another. Evolus is focused on injectable skin treatments, whereas Advangen is focused on hair care;
  - c. The Parties use different channels of trade to offer their goods and services to their targeted consumers, further reducing the risk of confusion;
  - d. The Parties are completely familiar with the marketplace of their goods and services and recognize that the markets and consumer-bases are distinct and not prone to overlap or lead the consumer to believe that the goods and services emanate from the same source;
  - e. To the best of their knowledge and judgment, the Parties' concurrent use of their marks in the marketplace will not result in any actual confusion or likelihood of confusion;
  - f. The Parties shall make all other reasonable efforts to ensure that potential and actual consumers for their respective services are not confused and are not likely to be confused as to the origin of those services; and
  - g. In the event any confusion arises, the Parties will cooperate to take such further steps as may be necessary to eliminate or minimize such confusion.
2. Advangen consents to Evolus's registration of U.S. Trademark Application No. 88085395 for EVOLUS in Class 5, as set forth in the application, or as amended therein, and shall cooperate reasonably in assisting Evolus to obtain registration for its EVOLUS trademarks.
3. Each of Party shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof.
4. This Agreement contains the complete agreement between Parties and cannot be modified, amended or terminated except by a writing signed by both Parties.
5. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their successors and assigns.
6. The Parties agree that the federal laws of the United States and the laws of the State of California shall govern this Agreement.
7. Each person signing below acknowledges and represents that he or she is authorized to execute this agreement on behalf of the identified Party.

*[signature page follows]*

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

Dated: 8 July 2019

ADVANGEN, LLC

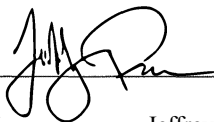
By: 

Print Name: Maria Halasz

Title: Director

Dated: 23 July 2019

EVOLUS, INC.

By: 

Print Name: Jeffrey Plumer

Title: Vice President, Legal