

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6532345

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CURVE DENTAL, LTD.	02/20/2018
RECEIVING PARTY DATA		
Name:	CD NEWCO, LLC	
Street Address:	1 MARINA PARK DRIVE	
Internal Address:	SUITE 1100	
City:	BOSTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02210	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15229559
CORRESPONDENCE DATA		
Fax Number:	(650)815-2601	
<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:	(650) 815-2600	
Email:	kmerrimac@sheppardmullin.com, svpatents@sheppardmullin.com	
Correspondent Name:	SHEPPARD, MULLIN, RICHTER & HAMPTON LLP	
Address Line 1:	379 LYTTON AVENUE	
Address Line 4:	PALO ALTO, CALIFORNIA 94301	
ATTORNEY DOCKET NUMBER:	28CA-208841-US	
NAME OF SUBMITTER:	MARC A. SOCKOL	
SIGNATURE:	/Marc A. Sockol/	
DATE SIGNED:	02/03/2021	
Total Attachments: 6		
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source=28CA-208841-US_Curve_Dental_Ltd_to_CD_Newco_LLC Assignment#page2.tif		
source=28CA-208841-US_Curve_Dental_Ltd_to_CD_Newco_LLC Assignment#page3.tif		
source=28CA-208841-US_Curve_Dental_Ltd_to_CD_Newco_LLC Assignment#page4.tif		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “*Assignment*”), dated as of February 20, 2018, is made and entered into by and between Curve Dental^{ly} Ltd., an Alberta corporation (“*Assignor*”) and CD Newco, LLC, a Delaware limited liability company (“*Assignee*”) (collectively, the “*Parties*”).

WHEREAS, Assignee and Assignor are parties to an Asset Purchase Agreement, dated February 7, 2018 (the “*Purchase Agreement*”), pursuant to which, among other things, Assignor has agreed to sell, assign, convey and transfer to Assignee, and Assignee has agreed to purchase, acquire, and accept from Assignor, the Acquired Patents (defined below);

WHEREAS, prior to entering into the Purchase Agreement, Assignor owned the patent described in **SCHEDULE A** hereto (the “*Acquired Patent*”);

WHEREAS, in connection with the Purchase Agreement and pursuant to this Assignment, Assignor agrees to assign the Acquired Patent set forth on **SCHEDULE A** to Assignee such that Assignee will own the Acquired Patent; and

WHEREAS, Assignor and Assignee are desirous of making this Assignment a matter of record.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, the Parties hereby agree as follows:

1. Definitions. Any capitalized item used but not defined herein will have the meaning set forth in the Purchase Agreement.

2. Patent Assignment. In accordance with and subject to the terms and conditions of the Purchase Agreement, effective at the Closing, Assignor hereby irrevocably assigns, transfers and contributes to Assignee all of Assignor’s right, title and interest in and to the Acquired Patent, and all related provisionals, divisionals, continuations, continuations-in-part, reexaminations, reissues, extensions, substitutions, renewals, patents issue of any of the foregoing and all equivalents or counterparts of the foregoing worldwide.

3. Additional Actions. At any time after the date of this Assignment, at Assignee’s request and expense, Assignor will execute and deliver to Assignee such other instruments and documents, and take such other actions as Assignee may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.

4. Assignment; Successors and Assigns. This Assignment will be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns, but will not be assignable or delegable by either Assignor or Assignee without the prior written consent of the other party; provided, however, that nothing in this Assignment shall or is intended to limit the ability of Assignee to assign its rights or delegate its responsibilities, liabilities and obligations under this Assignment and the related agreements, in whole or in part, without the consent of Assignor to (a) any Affiliate of Assignee, (b) any buyer of all or

substantially all of the assets or equity securities of Assignee or (c) any lender to Assignee as security for borrowings; provided that any such assignment pursuant to the foregoing clauses (a)-(c) will not relieve the Assignee of any of its obligations under this Assignment.

5. Choice of Law. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Assignment shall be governed by, the laws of the Province of Alberta, without giving effect to provisions thereof regarding conflict of laws. Any Action initiated over any dispute arising out of or relating to this Assignment or any of the transactions contemplated hereby shall be subject to Section 9.6 of the Purchase Agreement.

6. Entire Agreement. This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached **SCHEDULE A** constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the Acquired Patent. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound. This Agreement is subject to the Purchase Agreement and incorporates all of the terms and conditions of the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. An executed copy of this Assignment may be delivered by means of a facsimile machine or other electronic transmission (including .pdf., tif, .gif, .jpeg or similar attachment to electronic mail files), and shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. Neither Assignor nor any party claiming through Assignor shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and Assignor forever waives any such defense.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNEE:

CD NEWCO, LLC

By: Chelsea Stoner
Name: Chelsea Stoner
Title: President

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR:

CURVE DENTAL LTD.

By: 

Name: Orville Pyrcz

Title: Director

By: _____

Name: David Taylor


Title: Director

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

ASSIGNOR:

CURVE DENTAL LTD.

By: _____
Name: Orville Pyrcz
Title: Director

By:  _____
Name: David Taylor
Title: Director

SCHEDULE A

Acquired Patent:

Pub. Number	App. Number	App. Date	Title	Inventors
US9462082 B2	US 13/570532	08/09/2012	Media acquisition engine and method	Matthew Dorey, George Stantchev, Marwan Hilmi, Richard Compton, Case Nelson, Shaun Kaasten