

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612543

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SmileExpress LLC		08/03/2020	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Smile Doctors, LLC		
Street Address:	285 SE INNER LOOP		
Internal Address:	Suite 110		
City:	Georgetown		
State/Country:	TEXAS		
Postal Code:	78626		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6133078	SMILE EXPRESS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7037125337		
Email:	lvincent@mcguirewoods.com		
Correspondent Name:	Emily Strickler Voorheis		
Address Line 1:	1750 Tysons Blvd		
Address Line 2:	#1800		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Emily S. Voorheis		
SIGNATURE:	/Emily S. Voorheis/		
DATE SIGNED:	12/04/2020		
Total Attachments: 8			
source=Smileexpress assignment#page1.tif			
source=Smileexpress assignment#page2.tif			
source=Smileexpress assignment#page3.tif			

OP \$40.00 6133078

source=Smileexpress assignment#page4.tif
source=Smileexpress assignment#page5.tif
source=Smileexpress assignment#page6.tif
source=Smileexpress assignment#page7.tif
source=Smileexpress assignment#page8.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “*Assignment*”), effective as of August 3, 2020, is made by and between SmileExpress LLC, a Virginia limited liability company (collectively, “*Assignor*”), and Smile Doctors, LLC, a Delaware limited liability company (“*Assignee*”).

WHEREAS, pursuant to that certain Asset Purchase and Contribution Agreement entered into among the parties thereto dated August 3, 2020 (the “*Purchase Agreement*”), the parties hereto agreed to execute and deliver this Assignment to evidence Assignor’s conveyance, transfer and assignment to Assignee of certain intellectual property of Assignor.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. **Assignment**. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby assumes, all of Assignor’s right, title and interest in and to the SMILES EXPRESS trademark, trade name and all other related logos, graphics and variations of any of the foregoing, including without limitation those trademark registrations identified and set forth on Schedule 1 attached hereto, and all common law rights associated with the foregoing, (ii) all issuances, extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, items (i) and (ii) are referred to herein as the “*Assigned Trademark Rights*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights. The preceding assignment further includes the right to any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights as well as any and all claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, 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 throughout the world, 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**. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as

may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by the Purchase Agreement and this Assignment.

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

4. **Third Party Beneficiaries.** Nothing in this Assignment is intended to or shall confer upon any person other than the parties hereto and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Assignment or any transaction contemplated by this Assignment.

5. **Governing Law.** This Assignment and the rights and obligations of the parties hereto shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

6. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, Assignor's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets (as defined in the Purchase Agreement), are incorporated herein by reference. Assignor's and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms and provisions of the Purchase Agreement shall govern.

7. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.


[signatures contained on following page]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

ASSIGNOR:

SmileExpress LLC

a Virginia limited liability company

DocuSigned by:


By: _____
Name: Zachary A. Casagrande, D.D.S.,
M.S.
Title: President

ASSIGNEE:

Smile Doctors LLC

a Delaware limited liability company

By: _____
Name: John Dolen Hedrick III
Title: CEO

Schedule 1**Trademarks:**

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Registered Owner
SMILE EXPRESS	88265179	January 17, 2019	6133078	August 25, 2020	SMILEEXPRESS LLC

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), effective as of August 3, 2020, is made by and between SmileExpress LLC, a Virginia limited liability company (collectively, “**Assignor**”), and Smile Doctors, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase and Contribution Agreement entered into among the parties thereto dated August 3, 2020 (the “**Purchase Agreement**”), the parties hereto agreed to execute and deliver this Assignment to evidence Assignor’s conveyance, transfer and assignment to Assignee of certain intellectual property of Assignor.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby assumes, all of Assignor’s right, title and interest in and to the SMILES EXPRESS trademark, trade name and all other related logos, graphics and variations of any of the foregoing, including without limitation those trademark registrations identified and set forth on Schedule 1 attached hereto, and all common law rights associated with the foregoing, (ii) all issuances, extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, items (i) and (ii) are referred to herein as the “**Assigned Trademark Rights**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights. The preceding assignment further includes the right to any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights as well as any and all claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, 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 throughout the world, 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.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as

may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by the Purchase Agreement and this Assignment.

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

4. **Third Party Beneficiaries.** Nothing in this Assignment is intended to or shall confer upon any person other than the parties hereto and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Assignment or any transaction contemplated by this Assignment.

5. **Governing Law.** This Assignment and the rights and obligations of the parties hereto shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

6. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, Assignor's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets (as defined in the Purchase Agreement), are incorporated herein by reference. Assignor's and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms and provisions of the Purchase Agreement shall govern.

7. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[signatures contained on following page]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

ASSIGNOR:

SmileExpress LLC

a Virginia limited liability company

By: _____

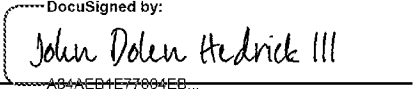
Name: Zachary A. Casagrande, D.D.S.,
M.S.

Title: President

ASSIGNEE:

Smile Doctors LLC

a Delaware limited liability company

By:  _____
A8AAED4E77804EB...

Name: John Dolen Hedrick III

Title: CEO

Schedule 1

Trademarks:

Trademark	Application Number	Filing Date	Registration Number	Registration Date	Registered Owner
SMILE EXPRESS	88265179	January 17, 2019	6133078	August 25, 2020	SMILEEXPRESS LLC