# CH \$265.00 39678

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM760735

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Aegis Publications, LLC		08/12/2022	Limited Liability Company: PENNSYLVANIA

## **RECEIVING PARTY DATA**

Name:	BroadcastMed, LLC
Street Address:	195 Farmington Ave.
City:	Farmington
State/Country:	CONNECTICUT
Postal Code:	06032
Entity Type:	Limited Liability Company: DELAWARE

## **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	3967898	INSIDE DENTAL TECHNOLOGY
Registration Number:	3967897	INSIDE DENTAL TECHNOLOGY
Registration Number:	3967896	INSIDE DENTAL TECHNOLOGY
Registration Number:	3967895	INSIDE DENTAL TECHNOLOGY
Registration Number:	3465327	INSIDE DENTISTRY
Registration Number:	3368093	INSIDE DENTISTRY
Registration Number:	3368094	INSIDE DENTISTRY
Registration Number:	2593817	COMPENDIUM OF CONTINUING EDUCATION IN DE
Registration Number:	1438583	COMPENDIUM OF CONTINUING EDUCATION IN DE
Registration Number:	3441840	INSIDE DENTISTRY

## **CORRESPONDENCE DATA**

**Fax Number:** 8169838080

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:** 8169838000

Email: PTO-KC@huschblackwell.com

Correspondent Name: Husch Blackwell LLP

Address Line 1:4801 Main Street, Suite 1000Address Line 4:Kansas City, MISSOURI 64112

TRADEMARK REEL: 007866 FRAME: 0092

900725288

ATTORNEY DOCKET NUMBER:	467948-608
NAME OF SUBMITTER:	Olivia Miller
SIGNATURE:	/Olivia Miller/
DATE SIGNED:	10/12/2022

#### **Total Attachments: 7**

source=Trademark Assignment [BroadcastMed - Aegis] - For Aegis (EXECUTED)#page1.tif source=Trademark Assignment [BroadcastMed - Aegis] - For Aegis (EXECUTED)#page2.tif source=Trademark Assignment [BroadcastMed - Aegis] - For Aegis (EXECUTED)#page3.tif source=Trademark Assignment [BroadcastMed - Aegis] - For Aegis (EXECUTED)#page4.tif source=Trademark Assignment [BroadcastMed - Aegis] - For Aegis (EXECUTED)#page5.tif source=Trademark Assignment [BroadcastMed - Aegis] - For Aegis (EXECUTED)#page6.tif source=Trademark Assignment [BroadcastMed - Aegis] - For Aegis (EXECUTED)#page7.tif

#### TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "*Trademark Assignment*") is made as of August 12, 2022, by and between Aegis Publications, LLC, a Pennsylvania limited liability company (the "*Assignor*"), and BroadcastMed, LLC, a Delaware limited liability company (the "*Assignee*").

## **WITNESSETH:**

**WHEREAS**, the Assignor owns the trademarks listed on <u>Schedules A</u>, <u>B</u> and <u>C</u> attached hereto (the "*Trademarks*") that are registered with the United States Patent and Trademark Office, the Canadian Intellectual Property Office and the Brazilian National Institute of Industrial Property, respectively;

**WHEREAS**, pursuant to the Asset Purchase Agreement, dated as of the date hereof (the "*Purchase Agreement*"), by and among the Assignor, Dental Learning Systems LLC, a Delaware limited liability company, the Assignee and certain other parties thereto, the Assignor has agreed to convey and transfer certain Intellectual Property Rights, including, without limitation, the Trademarks, to the Assignee; and

**WHEREAS**, the Assignee desires to acquire all rights, title and interests in, to and under the Trademarks and the goodwill associated therewith.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor:

- 1. All capitalized words and terms used in this Trademark Assignment and not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.
- 2. The Assignor hereby sells, assigns, and conveys to the Assignee, its successors and assigns, all rights, title and interests throughout the world in and to the Trademarks and the registrations and applications for registration, together with the goodwill of the Business connected with and symbolized by the Trademarks and all rights and powers arising or accrued therefrom. The Assignor further sells, assigns and transfers to the Assignee any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Trademarks, including, without limitation, any claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for, and collect the same for the Assignee's own use and enjoyment, and for the use and enjoyment of its successors and assigns.
- 3. The Assignor hereby authorizes the Commissioner (or other appropriate representative) of Trademarks in the United States Patent and Trademark Office, the Canadian Intellectual Property Office and the Brazilian National Institute of Industrial Property, as applicable, to record and register this Trademark Assignment upon request by the Assignee. Following the date hereof, upon the Assignee's reasonable request, and at the Assignee's sole cost and expense, the Assignor shall take such steps and actions, and provide such cooperation and

assistance to the Assignee 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 Trademarks to the Assignee, or any assignee or successor thereto.

- 4. This Trademark Assignment is subject to all the terms and conditions of the Purchase Agreement and is intended only to assist with consummation of the transactions contemplated thereby with respect to the Trademarks. No provision of this Trademark Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement, and this Trademark Assignment shall not create any additional obligation or liability for the Assignor or the Assignee beyond those already specified in or contemplated by the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.
- 5. This Trademark Assignment may be executed in multiple counterparts, each of which may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., <a href="www.docusign.com">www.docusign.com</a>) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes and shall be deemed an original and all of which shall be deemed, collectively, as one agreement.
- 6. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Trademark Assignment on the day and year first above written.

ASSIGNOR:	AEGIS PUBLICATIONS, LLC
	By: Name: Karen A. Auiler
	Title: Chief Executive Officer
S. S. PA	
State of $PA$	
County of Bucks	
Then personally appeared	North Author, the CEO of the above-named
Assignor and acknowledged the fo	oregoing act to be his free act and deed, before me, this //_ of
	and the state of t
	Notary Public
	,
	My commission expires: $\frac{10/13/22}{10/13/22}$
	Commonwealth of Pennsylvania - Notary Seal
	MICHAEL BERK, Notacy Public Bucks County
	My Commission Expires October 13, 2022 Commission Number 1258131

ASSIGNEE: BROADCASTMED, LLC

Ву:

Name: Ross Joel

Chief Executive Officer Title:

**REEL: 007866 FRAME: 0097** 

## SCHEDULE A TO TRADEMARK MARK ASSIGNMENT

# **UNITED STATES OF AMERICA**

Trademark / Service mark	Registration No.	Serial No.	Date of Registration
INSIDE DENTAL TECHNOLOGY	3,967,898	85/081780	5/24/2011
INSIDE DENTAL TECHNOLOGY	3,967,897	85/081,778	5/24/2011
INSIDE DENTAL TECHNOLOGY	3,967,896	85/081,774	5/24/2011
INSIDE DENTAL TECHNOLOGY	3,967,895	85/081,770	5/24/2011
INSIDE DENTISTRY	3,465,327	77/149,985	1/15/2008
INSIDE DENTISTRY	3,368,093	77/149,943	7/15/2008
INSIDE DENTISTRY	3,441,840	77/149,997	6/3/2008
INSIDE DENTISTRY	3,368,094	77/149,957	1/15/2008
COMPENDIUM OF CONTINUING EDUCATION IN DENTISTRY (& Design)	2,593,817	76/119,083	7/16/2002
COMPENDIUM OF CONTINUING EDUCATION IN DENTISTRY	1,438,583	73/623,411	5/5/1987

## SCHEDULE B TO TRADEMARK MARK ASSIGNMENT

# <u>CANADA</u>

Trademark / Service	Registration	Serial No.	Date of Registration
mark	No.		
THE			
COMPENDIUM OF			
CONTINUING	TMA435790	0730947	11/18/1994
EDUCATION IN			
DENTISTRY			

## SCHEDULE C TO TRADEMARK MARK ASSIGNMENT

# **BRAZIL**

Trademark / Service	Registration	Serial No.	Date of Registration
mark	No.		
THE			
COMPENDIUM OF			
CONTINUING	815972008		8/18/1992
EDUCATION IN			
DENTISTRY			

**RECORDED: 10/12/2022**