

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM330756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSHM LLC	FORMERLY Church Street Health Management LLC	07/18/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Smiles Dental Center of San Antonio, PLLC		
Doing Business As:	Texas Smiles Dental Center		
Street Address:	4847 West Commerce		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78237		
Entity Type:	Professional Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3710878	TEXAS SMILES	
Registration Number:	3751029	TEXAS SMILES	
CORRESPONDENCE DATA			
Fax Number:	210-562-29		
<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:	210-562-2900		
Email:	molly@rosenblattlawfirm.com		
Correspondent Name:	Molly Elizabeth Neck		
Address Line 1:	16719 Huebner Road Bldg 1		
Address Line 4:	San Antonio, TEXAS 78248		
NAME OF SUBMITTER:	Molly E. Neck		
SIGNATURE:	/Molly Neck/		
DATE SIGNED:	02/02/2015		
Total Attachments: 4			
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OP \$65.00 3710878

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is made effective as of the July 18 day of July, 2014 ("Effective Date") by and among CHSM, LLC, a Delaware limited liability company ("Assignor"), and Texas Smiles Dental Center of San Antonio, PLLC, a Texas professional limited liability company ("Assignee"), with reference to the following facts:

RECITALS

WHEREAS, Assignor is the owner of certain Trademarks and URL (collectively the "Intellectual Property"); and

WHEREAS, Assignee wishes to acquire the entire rights, title and interest in the Intellectual Property in perpetuity.

NOW, THEREFORE, in consideration of the foregoing promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties agree as follows:

1. **Trademark Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title and interest (including by not limited to, all registration with respect to the Trademarks all rights to prepare derivative marks, all goodwill and all other rights) in and to the Federal Trademarks identified as follows:

- a. Texas Smiles, Registration Number 3710878 and;
- b. Texas Smiles, Registration Number 3751029.

2. **URL Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title and interest in and to the URL www.texassmilesusa.com. On the date of assignment, Assignor shall transfer the domain name to an ISP of Assignee's selection.

3. **Consideration.** In consideration for the assignments set forth in Section 1 & 2, Assignor shall pay Assignee the sum of five hundred 0/100 dollars (\$500.00), payable on the Effective Date.

4. **Representations and Warranties of Assignor.** Assignor represents and warrants to Assignee:

- a. Assignor has the right, power and authority to enter into this Agreement;
- b. Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights in the Intellectual Property;
- c. The Intellectual Property is free of any liens, security interests, encumbrances or

licenses;

- d. The Intellectual Property does not infringe the rights of any person or entity;
- e. There are no claims, pending or threatened, with respect to Assignor's rights in the Intellectual Property;
- f. This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- g. Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

8. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Texas. The parties agree to venue for all dispute arising out of this Agreement shall be in Bexar County, Texas. The parties agree to waive their right to a jury trial.

[SIGNATURE PAGE FOLLOWS]

Assignor:

CSHM LLC

By:  _____

Assignee:

TEXAS SMILES DENTAL CENTER
OF SAN ANTONIO, PLLC

By: _____

Assignor:

CSHM LLC

By: 

Assignee:

TEXAS SMILES DENTAL CENTER
OF SAN ANTONIO, PLLC

By: 