

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.202/12/2015
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ETAS ID: TM332035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HERO MANAGEMENT, LLC		02/06/2015	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	HERO DVO HOLDINGS, LLC		
Street Address:	1560 Sherman Ave.		
City:	Evanston		
State/Country:	ILLINOIS		
Postal Code:	60201		
Entity Type:	LIMITED LIABILITY COMPANY: [REDACTED] DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77175297	ADVENTURE DENTAL	
Serial Number:	77274581	ADVENTURE DENTAL AND VISION	
CORRESPONDENCE DATA			
Fax Number:	7037125050		
<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:	7037125311		
Email:	jwpatterson@mcguirewoods.com		
Correspondent Name:	Wes Patterson		
Address Line 1:	1750 Tysons Blvd.		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons Corner, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	2067229-0004		
NAME OF SUBMITTER:	Wes Patterson		
SIGNATURE:	/Wes Patterson/		
DATE SIGNED:	02/10/2015		
Total Attachments: 6			
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IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (“IP Assignment Agreement”) is executed as of February 6, 2015 (the “Closing Date”), between HERO MANAGEMENT, LLC, a Colorado limited liability company (“Assignor”) and HERO DVO HOLDINGS, LLC, a Delaware limited liability company (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in that certain Asset Purchase Agreement dated February 6, 2015, by and among Assignor, Assignee, and Selling Equityholder (the “Purchase Agreement”).

A. Pursuant to Section 1.01 of the Purchase Agreement, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor’s rights, title and interests in and to the Purchased Assets, including, without limitation, the Intellectual Property;

B. Simultaneously with the execution of this IP Assignment Agreement, Assignee and Assignor are also entering into an Assignment and Assumption Agreement, and Assignor is making a Bill of Sale to Assignee, pursuant to which Assignor is selling, assigning, conveying, transferring and delivering to Assignee all of its rights, title and interests in and to certain contracts and the other Purchased Assets, all as described therein; and

C. Pursuant to Section 2.02(b)(i) of the Purchase Agreement, Assignor and Assignee have agreed to enter into this IP Assignment Agreement to be effective as of the Closing Date.

NOW THEREFORE, in consideration of the foregoing and the representations, warranties and agreements herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

Section 1 Assignment of Intellectual Property. Upon the terms set forth in the Purchase Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, free and clear of all Liens, all of Assignor’s rights, title and interests in and to all Assignor’s Intellectual Property (whether owned by Assignor or a third Person), including, without limitation, all goodwill and all sales, advertising, promotional and marketing information and materials, and the Intellectual Property set forth on Schedule A attached hereto, together with any pending applications or registrations therefor, the right to sue for any and all past infringements of such Intellectual Property, and to receive any and all damages awarded as a result of any such claim, and all other rights and interests therein and thereto (“Assigned IP”).

Section 2 Further Assurances. Assignor hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee good and indefeasible title to the Assigned IP, to otherwise establish the record of Assignee’s title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee’s request (and at Assignee’s costs), in exercising any rights with respect thereto.

a. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the Assigned IP to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

b. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office or the offices in which any of the Assigned IP listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or its agents, affiliates or attorneys, Assignor shall execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

Section 3 Successors and Assigns. The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.

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

Section 5 Choice of Law. This IP Assignment Agreement 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.

Section 6 Terms of the Purchase Agreement. Assignor's representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement relating to the Purchased Assets, are incorporated herein by reference. Assignor acknowledges and agrees 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. To the extent any term or provision herein is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

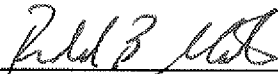
Section 7 Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this IP Assignment Agreement shall be deemed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

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

HERO MANAGEMENT, LLC

By: 
Name: Ronald B. Montano, D.D.S.
Title: Manager

ASSIGNEE:

HERO DVO HOLDINGS, LLC

By: _____
Name: Jeffrey M. Mann
Title: Manager

Signature Page to IP Assignment Agreement

TRADEMARK
REEL: 005463 FRAME: 0916

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed and delivered as of the date first set forth above.

ASSIGNOR:

HERO MANAGEMENT, LLC

By: _____
Name: Ronald B. Montano, D.D.S.
Title: Manager

ASSIGNEE:

HERO DVO HOLDINGS, LLC

By: _____
Name: Jeffrey M. Mann
Title: Manager

Schedule A

UNITED STATES SERVICE MARKS (USPTO)

Hero Management, LLC

Adventure Dental	Registration No. 3,756,426	Serial No. 77-175,297
Adventure Dental and Vision	Registration No. 3,895,830	Serial No. 77-274,581

STATE REGISTERED TRADENAMES

Academy Kids Dental Center, P.C.

Academy Kids Dental and Vision – (Colorado Springs)
Academy Kids Dental, Vision & Orthodontics – (Colorado Springs)

Hero Dental of Springs, P.C.

Academy Kids Dental and Orthodontics – (Colorado Springs)

Captain Smiles of Greeley, P.C.

Adventure Dental
Adventure Dental and Vision
Adventure Dental, Vision and Orthodontics

Hero Dental of Longmont, P.C.

Adventure Dental, Vision and Orthodontics

Hero Dental of Denver, P.C.

Adventure Dental
Adventure Dental, Vision and Orthodontics

Ronald B. Montano, DDS, P.C.

Adventure Dental

Montano DDS Dental Center PC

Adventure Dental

Hero Dental of Washington, D.C., P.C.

Adventure Dental

DOMAIN NAMES AND WEBSITES

<u>ACADEMYKIDSDENTAL.COM</u>
<u>ADVENTUREBALTIMORE.COM</u>
<u>ADVENTUREBROCKTON.COM</u>
<u>ADVENTURECLINICS.COM</u>
<u>ADVENTUREDC.COM</u>
<u>ADVENTUREDENVER.COM</u>
<u>ADVENTUREGREELEY.COM</u>
<u>ADVENTURELONGMONT.COM</u>
<u>ADVENTUREWICHITA.COM</u>

<u>ADVENTUREWITCHITA.COM</u>
<u>HEROCLINICS.COM</u>
<u>HEROSPOKANE.COM</u>
<u>Academykidsvision.com</u>
<u>Adventureaurora.com</u>
<u>Yourchildseyes.com</u>
<u>Adventurelandover.com</u>
<u>Adventurenewmexico.com</u>
<u>Adventurerichmond.com</u>
<u>Adventuredentalsantafe.com *</u>
<u>Hero-management.com *</u>
<u>Advernturessex.com *</u>
<u>Adventuretulsa.com **</u>
<u>Adventuresantafe.com *</u>
<u>Adventurealbuquerque.com *</u>

*These domain names are not active websites, but Hero does own these domain names.

**This domain name expires in March 2015, and Hero does not currently anticipate renewing this domain name.

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