

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348800

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sulman Ahmed DMD		07/20/2015	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Deca Dental Management, LLC		
Street Address:	14285 Midway Road, Suites 110 and 160		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86493991	CD CORNERSTONE DENTAL & ORTHODONTICS	
Serial Number:	86493994	CD MILESTONE DENTAL	
Serial Number:	86493995	IDEAL SMILES	
Serial Number:	86343146	YOUR NEIGHBORHOOD DENTAL OFFICE	
Serial Number:	86671202	DECA DENTAL GROUP	
Serial Number:	86671195	M METROCARE DENTAL PLAN	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	3123722000		
Email:	umattsson@mwe.com, kwalsh@mwe.com		
Correspondent Name:	Kelly Walsh, McDermott Will & Emery LLP		
Address Line 1:	227 W. Monroe Street, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	092889-0014		
NAME OF SUBMITTER:	Ulrika E. Mattsson		
SIGNATURE:	/Ulrika E. Mattsson/		
DATE SIGNED:	07/21/2015		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of July 20, 2015 and is between Sulman Ahmed, DMD, an individual residing at 5414 Lobello Drive, Dallas, Texas 75229 (the "Assignor") and Deca Dental Management, LLC, a Texas limited liability company formerly known as Ideal Dental Management Group, LLC, located at 14285 Midway Road, Suites 110 and 160, Addison, Texas 75001 (the "Assignee").

WHEREAS, the Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (referred to as the "Marks");

WHEREAS, in connection with the execution of that Securities and Asset Purchase Agreement, dated as of the date hereof, by and among the Assignor, the Assignee, and the other parties thereto (the "Purchase Agreement"), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee; and

WHEREAS, the Assignor desires to assign all of its right, title and interest in and to the Marks to the Assignee and the Assignee desires to acquire the Marks.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and permitted assigns all of Assignor's right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business to which the Marks pertains, and all registrations and pending applications for the Marks, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Marks, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to the Assignee as assignee of the entire interest therein.

3. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to

obtain, renew, issue or enforce the Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers.

4. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

5. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

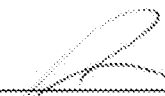
6. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

* * *

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.

ASSIGNOR:

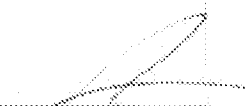
Sulman Ahmed



Sulman Ahmed, DMD

ASSIGNEE:

DECA DENTAL MANAGEMENT LLC

By: 

Name: Sulman Ahmed, DMD
Title: Chief Executive Officer

Schedule A

Trademark Registrations

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
	86493991 (January 1, 2015)	Pending	Sulman Ahmed (United States Citizen) Hickory Creek, Texas
	86493994 (January 1, 2015)	Pending	Sulman Ahmed (United States Citizen) Arlington, Texas
	86493995 (January 1, 2015)	Pending	Sulman Ahmed (United States Citizen) Allen, Texas
YOUR NEIGHBORHOOD DENTAL OFFICE (Stylized)	86343146 (July 21, 2014)	Pending	Sulman, Ahmed (Texas Limited Liability Company) Addison, Texas
	86671202 (June 23, 2015)	Pending	Sulman Ahmed (Argentine Citizen) Allen, Texas
	86671195 (June 23, 2015)	Pending	Sulman Ahmed (United States Citizen) Allen, Texas