

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM488436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Braces Braces LLC		12/12/2017	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Professional Dental Alliance of Georgia, LLC		
Street Address:	11 South Mill Street		
Internal Address:	Suite 200		
City:	New Castle		
State/Country:	PENNSYLVANIA		
Postal Code:	16101		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5020830	BB	
Registration Number:	5020818	BB	
Registration Number:	5117084	B B BRACES BRACES	
Registration Number:	5295724	BB BRACES BRACES	
Serial Number:	86813069	BRACES BRACES	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	216-363-4168		
Email:	trademark@beneschlaw.com		
Correspondent Name:	Alison K. Evans		
Address Line 1:	200 Public Square		
Address Line 2:	Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Alison K. Evans		
SIGNATURE:	/Alison K. Evans/		
DATE SIGNED:	09/04/2018		

OP \$140.00 5020830

Total Attachments: 9

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BILL OF SALE

AND

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Bill of Sale"), dated as of December 12, 2017, is made and entered into by and among **NORTH AMERICAN DENTAL MANAGEMENT, LLC**, ("Buyer"), **PROFESSIONAL DENTAL ALLIANCE OF GEORGIA, LLC**, a Georgia limited liability company ("Buyer's Assignee"), each of the BB Sellers identified on the signature pages hereto (collectively, "BB Sellers"), and each of the LDP Sellers identified on the signature pages hereto, (collectively, "LDP Sellers" and together with the BB Sellers, the "Sellers"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated on or about the date hereof, by and among Buyer, Buyer's Assignee, BB Sellers, LDP Sellers, F. Frank Nia, Farid Toub, Afshin Toub, and Farshid Nia (the "Purchase Agreement").

RECITALS:

WHEREAS, pursuant to the Purchase Agreement, BB Sellers have agreed to sell, transfer, assign and deliver to Buyer or its assigns, and Buyer has agreed to purchase, from BB Sellers, all right, title and interest of BB Sellers in and to the BB Purchased Assets, on the conditions and subject to the terms set forth in the Purchase Agreement, for consideration in the amount and on the terms and conditions provided therein;

WHEREAS, pursuant to the Purchase Agreement, LDP Sellers have agreed to sell, transfer, assign and deliver to Buyer or its assigns, and Buyer has agreed to purchase, from LDP Sellers, all right, title and interest of LDP Sellers in and to the LDP Purchased Assets, on the conditions and subject to the terms set forth in the Purchase Agreement, for consideration in the amount and on the terms and conditions provided therein;

WHEREAS, pursuant to the Purchase Agreement, Sellers have agreed to sell, transfer, assign and deliver to Buyer, and Buyer has agreed to assume, from Sellers, all right, title and interest of Sellers in and to the Assumed Liabilities, on the conditions and subject to the terms set forth in the Purchase Agreement, for consideration in the amount and on the terms and conditions provided therein; and

WHEREAS, the parties now desire to consummate the transactions contemplated by the Purchase Agreement.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein and in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Sellers hereby sell, transfer, assign and deliver to:

(a) Buyer all of the right, title and interest of BB Sellers and LDP Sellers in and to those BB Purchased Assets and LDP Purchased Assets set forth on Exhibit A attached hereto (the “NADM Assets”); and

(b) Buyer’s Assignee all of the right, title and interest of BB Sellers and LDP Sellers in and to those BB Purchased Assets and LDP Purchased Assets set forth on Exhibit B attached hereto (the “PDA Assets”).

2. Warranty. BB Sellers warrant that they have and, upon delivery hereof, Buyer or Buyer’s Assignee, as applicable, shall have, good and marketable title in and to, or valid leasehold interest in each of the BB Purchased Assets free and clear of all Encumbrances. LDP Sellers warrant that they have and, upon delivery hereof, Buyer or Buyer’s Assignee, as applicable, shall have, good and marketable title in and to, or valid leasehold interest in each of the LDP Purchased Assets free and clear of all Encumbrances.

3. No Third Party Beneficiaries. This Bill of Sale is solely for the benefit of Buyer, Buyer’s Assignee and their respective successors and assigns, and this Bill of Sale shall not be deemed to confer upon or give to any other third party any remedy, claim, cause of action or other right.

4. Captions. The Section headings contained in this Bill of Sale are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Bill of Sale or the intent of any provision of this Bill of Sale.

5. Further Assurances. Sellers shall from time to time after the date hereof at the request of Buyer and without further consideration execute and deliver to Buyer such additional instruments of conveyance in addition to this Bill of Sale as Buyer shall reasonably request to evidence more fully the transfer by Seller to Buyer of the Purchased Assets.

6. Controlling Law. This Bill of Sale shall be governed by and construed and enforced in accordance with the internal laws of the State of Georgia without reference to its choice of law rules. Nothing contained in this Bill of Sale shall reduce or otherwise affect the rights of Sellers or of Buyer in accordance with the terms of the Purchase Agreement.

7. Amendment. This Bill of Sale may be modified or supplemented only by written agreement of the parties hereto.

8. Counterparts. This Bill of Sale may be executed in separate counterparts, each of which shall be an original and all of which shall be deemed to be one and the same bill of sale. Electronic signatures shall be deemed to be original signatures.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed and delivered as of the date and year first above written.

BUYER:

NORTH AMERICAN DENTAL
MANAGEMENT, LLC

By: 

Name: Kenneth L. Cooper

Title: Chief Executive Officer

BUYER'S ASSIGNEE:

PROFESSIONAL DENTAL ALLIANCE OF
GEORGIA, LLC

By: _____

Name: Andrew S. Matta

Title: Manager

Signature Page – Bill of Sale

TRADEMARK
REEL: 006428 FRAME: 0758

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be executed and delivered as of the date and year first above written.

BUYER:

NORTH AMERICAN DENTAL
MANAGEMENT, LLC

By: _____
Name: Kenneth L. Cooper
Title: Chief Executive Officer

BUYER'S ASSIGNEE:

PROFESSIONAL DENTAL ALLIANCE OF
GEORGIA, LLC

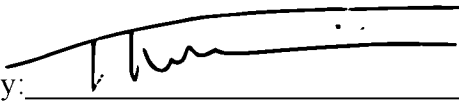
By:  _____
Name: Andrew S. Matta
Title: Manager

Signature Page -- Bill of Sale

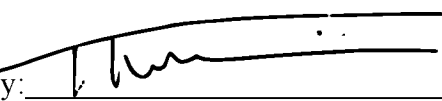
TRADEMARK
REEL: 006428 FRAME: 0759

BB SELLERS:

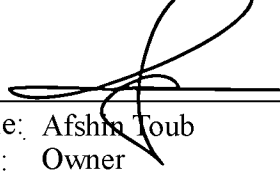
BRACES BRACES, LLC

By: 
Name: Frank Nia
Title: Manager

BRACES BRACES ORTHO, LLC

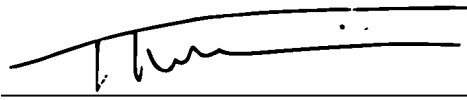
By: 
Name: Frank Nia
Title: Manager

TN DENTAL MANAGEMENT LLC

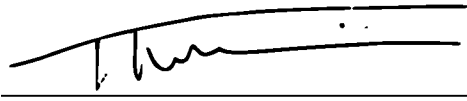
By: 
Name: Afshin Toub
Title: Owner

LDP SELLERS:

LOCAL DENTAL PARTNERS, LLC

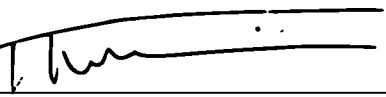
By: 
Name: Frank Nia
Title: Manager

LOCAL DENTAL MANAGEMENT, LLC

By: 
Name: Frank Nia
Title: Manager

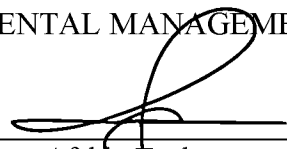
LOCAL DENTAL SERVICES, LLC

Signature Page – Bill of Sale

By:  _____

Name: Frank Nia
Title: Manager

TN DENTAL MANAGEMENT LLC

By:  _____

Name: Afshin Toub
Title: Owner

Signature Page – Bill of Sale

EXHIBIT A

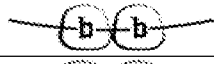
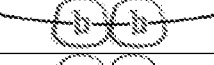
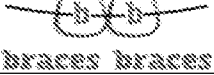
NADM Assets

All BB Purchased Assets and LDP Purchased Assets other than those described on Exhibit B.

EXHIBIT B

PDA Assets

- 1) The Closing Receivables.
- 2) All books, patient records, files, documents and correspondence (including all discs, tapes and other media storage data and information) located at the BB Business and the LDP Business.
- 3) All Patient Contracts and any other contracts with patients, and all rights thereunder, including all current and future billings and deferred revenue related thereto.
- 4) Any Permits which are necessary to conduct each of the BB Business and the LDP Business as currently conducted or as proposed to be conducted.
- 5) All rights to the following Trade Names:
 - i. Walton Center for Family Dentistry
 - ii. Suwanee Center for Family Dentistry
- 6) All rights to the following trademarks:

MARK	COUNTRY	OWNER	APP NO. REG NO.	FILING DATE REG DATE	STATUS
	US	Braces Braces LLC	86/807,268 5,920,830	11/02/2015 08/16/2016	REGISTERED
	US	Braces Braces LLC	86/803,905 5,920,818	10/29/2015 08/16/2016	REGISTERED
	US	Braces Braces LLC	86/798,373 5,117,084	10/24/2015 01/10/2017	REGISTERED
BB BRACES BRACES	US	Braces Braces LLC	87/351,764 5,295,714	02/12/2017 09/26/2017	REGISTERED
BB BRACES BRACES WHERE GREAT SMILES BEGIN	US	Braces Braces LLC	87/329,603	02-09-2017	PENDING
BRACES BRACES	US	Braces Braces LLC	86/813,069	11-08-2015	ABANDONED
braces braces	US	Braces Braces LLC	86/807,299	11/02/2015	ABANDONED

- 7) Employment/Independent Contractor Agreements:
 - i. Orthodontist Employment Agreement dated September 12, 2017 between Braces Braces Ortho, LLC and Dr. Jennifer Garza.
 - ii. Orthodontist Employment Agreement dated May 16, 2016, between TN Dental Management and Dr. Zachary Levin as amended by that First Amendment to Employment Agreement dated February 8, 2017, retroactively effective to January 15, 2017 by and between TN Dental Management, LLC, Braces Braces Ortho, LLC, and Zachary J. Levin.

- iii. Employment Agreement dated September 11, 2016 between TN Dental Management LLC and Dr. Ambre Kragor as amended by that First Amendment to Employment Agreement dated February 7, 2017, retroactively effective to January 15, 2017 between TN Dental Management LLC, Braces Braces Ortho, LLC and Ambre Kragor.
- iv. Orthodontist Employment Agreement between TN Dental Management LLC and Dr. Farnaz Kar dated July 25, 2016 as amended by that First Amendment to Employment Agreement fully executed on February 15, 2017, retroactively effective to January 15, 2017, between TN Dental Management, LLC, Braces Braces, LLC and Farnaz Kar.
- v. Employment Agreement, dated June 1, 2017, by and between Edward Wenda, DDS, and Local Dental Partners, LLC.

8) The following domain names:

- i) www.braces-braces.com
- ii) www.atlantabracesbraces.com
- iii) www.waltondentistry.com
- iv) www.suwanceefamilydental.com

[others to come]