

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498425

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Smile Savvy, Inc.		10/31/2018	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MH Sub I, LLC		
<b>Street Address:</b>	909 N Pacific Coast Hwy 11th Flr		
<b>City:</b>	El Segundo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90245		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4678458	SMILE SAVVY	
<b>Registration Number:</b>	4691421	DENTISTS4KIDS.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102804359		
<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>			
<b>Phone:</b>	3102805270		
<b>Email:</b>	jayson.nayagam@internetbrands.com		
<b>Correspondent Name:</b>	Jayson Nayagam		
<b>Address Line 1:</b>	909 N Pacific Coast Hwy 11th Flr		
<b>Address Line 4:</b>	El Segundo, CALIFORNIA 90245		
<b>NAME OF SUBMITTER:</b>	Jayson Nayagam		
<b>SIGNATURE:</b>	/Jayson Nayagam/		
<b>DATE SIGNED:</b>	11/15/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment Agreement”) is entered into and made effective as of October 31, 2018, by and between Smile Savvy, Inc., a Texas corporation (“Contributor”) and MH Sub I, LLC, a Delaware limited liability company (the “Company”, and together with Contributor, the “Parties”, and each individually, a “Party”). Capitalized terms used herein without definition shall have the respective meanings set forth in the Purchase Agreement.

A. Concurrently with the execution of this Assignment Agreement, the Company, Contributor, and the owners of Contributor as set forth on Exhibit A of the Purchase Agreement are entering into an Asset Purchase and Sale Agreement pursuant to which the Contributor will sell to Company substantially all of Contributor’s assets and goodwill used in, or useful to and related to, and assume certain liabilities of, the Business (the “Purchase Agreement”).

B. In connection with the Purchase Agreement, Contributor has agreed to convey, transfer, and assign to the Company certain intellectual property of Contributor, and for that purpose the Company and Contributor have agreed to execute and deliver this Assignment Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to be effective as of the Closing under the Purchase Agreement, the Contributor irrevocably conveys, transfers, and assigns to the Company, and the Company accepts, all of the Contributor’s right, title, and interest in, to, and under the following (collectively, the “Assigned IP”):

(a) the trademark registrations and applications set forth on Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all issuances, extensions, and renewals thereof (collectively, the “Trademarks”);

(b) all rights of any kind whatsoever of the Contributor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. The Contributor authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and any other governmental officials to record and register this Assignment Agreement upon request by the Company. The Contributor shall take such reasonable steps and actions following the date hereof as reasonably requested by the Company, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to the Company or any successor thereto.

3. Successors and Assigns. Neither this Assignment Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party (whether by operation of law or otherwise) without the prior written consent of the other Party. Subject to the preceding sentence, this Assignment Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

4. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the substantive law of the State of California without giving effect to the principles of conflicts of law thereof.

5. Counterparts. This Assignment Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. This Assignment Agreement, any and all agreements and instruments executed and delivered in accordance herewith, along with any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or email delivery of a “.pdf” or similar format data file, shall be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto shall raise the use of a facsimile machine or e-mail delivery of a “.pdf” or similar format data file to deliver a signature to this Assignment or any amendment hereto or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a “.pdf” or similar format data file as a defense to the formation or enforceability of a contract and each Party hereto forever waives any such defense.

6. Amendment and Modification. This Assignment Agreement may be amended by the Parties at any time only by a written instrument signed by each of the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Parties is signing this Assignment Agreement as of the date first set forth above.

**CONTRIBUTOR:**

Smile Savvy, Inc.

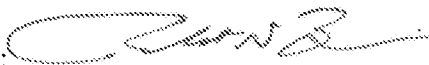
By: \_\_\_\_\_

Name: Julie Fields

Title: President

**COMPANY:**

MH Sub I, LLC

By:  \_\_\_\_\_

Name: Robert N. Brisco

Title: Chief Executive Officer

IN WITNESS WHEREOF, each of the Parties is signing this Assignment Agreement as of the date first set forth above.

CONTRIBUTOR:

Smile Savvy, Inc.

By: Julie Fields  
Name: Julie Fields  
Title: President

COMPANY:

MH Sub I, LLC

By: \_\_\_\_\_  
Name: Robert N. Brisco  
Title: Chief Executive Officer

**SCHEDULE 1**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

“SMILE SAVVY” Reg. No. 4,678,458

“DENTISTS4KIDS.COM” Reg. No. 4,691,421

“DENTISTS4KIDS.COM & Design, Reg. No. 5980317

“DENTISTS4KIDS.COM & Design, Reg. No. 2473512