

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Guardian Life Insurance Company of America		12/31/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	STX Healthcare Management Services, Inc.		
Street Address:	530 S Main St.		
City:	Orange		
State/Country:	CALIFORNIA		
Postal Code:	92868		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3337397	VITAL SMILES	
CORRESPONDENCE DATA			
Fax Number:	6152482954		
<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:	615-742-7944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Martha B. Allard		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	124968-100		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		
DATE SIGNED:	01/18/2019		
Total Attachments: 6			
source=Vital Smiles Trademark Assignment (EXECUTED)#page1.tif			
source=Vital Smiles Trademark Assignment (EXECUTED)#page2.tif			
source=Vital Smiles Trademark Assignment (EXECUTED)#page3.tif			

CH \$40.00 3337397

source=Vital Smiles Trademark Assignment (EXECUTED)#page4.tif
source=Vital Smiles Trademark Assignment (EXECUTED)#page5.tif
source=Vital Smiles Trademark Assignment (EXECUTED)#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment"), dated as of December 31, 2018, is entered into by and among (i) The Guardian Life Insurance Company of America ("Assignor"); and (ii) STX Healthcare Management Services, Inc., a Delaware corporation ("Assignee"). The Assignor and the Assignee are each referred to individually as a "Party" and collectively as the "Parties." Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignee has entered into that certain Equity Sale and Purchase Agreement, dated as of December 1, 2018, by and among Assignee, Access Dental Services, LLC, a Delaware limited liability company, Harbor Discount Plans, LLC, a Texas limited liability company, Vital Smiles, Inc., an Alabama corporation and, for purposes of Section 6.5, Section 6.6, Section 6.7 and Section 10.18 of the Purchase Agreement, Guardian Investor Services, LLC, a Delaware limited liability company (the "Purchase Agreement");

WHEREAS, the Assignor is the exclusive owner of all right, title and interest in and to the trademark set forth on Schedule A attached hereto (the "Mark"); and

WHEREAS, pursuant to the Purchase Agreement, the Assignor has agreed to assign the Mark to Assignee and Assignee has agreed to accept such assignment.

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

1. The Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Mark, free and clear of all Liens, including, without limitation, any and all of the goodwill appertaining thereto, the registrations, applications, renewals, and extensions therefor, any and all causes of action and other rights assertable under the Mark, the right to sue third parties for past, present, and future infringement of or improper activities regarding the Mark, the right to assume any licenses connected with the Mark, and the right to enjoy all of the monetary benefits arising from the Mark, including monetary benefit obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor consents to the recordation in the U.S. Patent and Trademark Office, and in any other appropriate place, of this full and unqualified assignment of ownership of the Mark.

2. The Assignor agrees to, at Assignee's reasonable request and at Assignee's expense, execute, acknowledge, and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications, and further assurances as Assignee may reasonably request in order to carry out the transfer of the Mark conveyed herein. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document necessary to give effect to the assignment of the Mark to

Assignee hereunder, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

3. This Assignment is made pursuant to the Purchase Agreement, and Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. If any provision of this Assignment, or the application of such provision to any person or circumstance, shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

4. This Assignment (together with the Purchase Agreement and the other agreements incorporated thereby) constitutes the entire agreement of the Parties and supersedes any and all prior and contemporaneous agreements between the Parties, written or oral, with respect to the transactions contemplated hereby. This Assignment may be executed in two or more counterparts and may be delivered by facsimile, .pdf or other electronic submission, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to rules governing the conflict of laws.

6. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and assigns.

7. This Assignment is absolute, exclusive and irrevocable.

8. This Assignment may not be amended or modified except by an instrument in writing signed by Assignee and Assignor.

9. For purposes of this Assignment, except as otherwise expressly provided or unless the context otherwise requires: (a) the use of the singular form includes the plural, and the use of the plural form includes the singular; (b) the use of any gender herein shall be deemed to include the other gender; (c) the captions used in this Assignment are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope or content of this Assignment or any provision hereof; (d) the words "herein", "hereof", "hereunder" and other words of similar import refer to this Assignment as a whole and not to any particular provision; (e) the term "include" or "including" shall mean without limitation by reason of enumeration; (f) any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder; (g) references to a statute shall refer to the statute and any successor statute, and to all regulations promulgated under or implementing the statute or successor, as in effect at the relevant time; and (h) any reference to a document or set of documents in this Assignment, and the rights and obligations of the parties under any such documents, shall

mean such document or documents as amended from time to time, and any and all modifications, extensions, renewals, substitutions or replacements thereof.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

THE GUARDIAN LIFE INSURANCE
COMPANY OF AMERICA

By: Mural S. Koppa
Name: _____
Title: _____

ASSIGNEE:

STX HEALTHCARE MANAGEMENT
SERVICES, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the date first above written.

ASSIGNOR:

THE GUARDIAN LIFE INSURANCE
COMPANY OF AMERICA

By: _____
Name: _____
Title: _____

ASSIGNEE:

STX HEALTHCARE MANAGEMENT
SERVICES, INC.

By: Chantye T. Swahn
Name: _____
Title: _____

Schedule A

Intellectual Property

U.S. Federal Trademark

VITAL SMILES (Reg. No. 3337397)