

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM535106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LocalMed, LLC		08/02/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Dental Intelligence, Inc.		
Street Address:	2100 W. Pleasant Grove Blvd., Suite 400		
City:	Pleasant Grove		
State/Country:	UTAH		
Postal Code:	84062		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4554938	LOCALMED	
Registration Number:	4558998	LOCALMED FIND SCHEDULE. REMEMBER.	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.di.grande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 E Monroe St., Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1989.662		
NAME OF SUBMITTER:	Jaclyn Di Grande		
SIGNATURE:	/jaclyn di grande/		
DATE SIGNED:	08/02/2019		
Total Attachments: 4			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Agreement**”) is made and entered into as of August 2, 2019, by and between LocalMed, LLC, a Delaware limited liability company (“**Assignor**”), and Dental Intelligence, Inc., a Delaware corporation (“**Assignee**” and together with Assignor, the “**Parties**”).

WHEREAS, the Parties have entered into a certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of July 30, 2019;

WHEREAS, pursuant to the Purchase Agreement, the Parties have agreed that Assignor shall sell, convey, assign and otherwise transfer, or cause to be sold, conveyed, assigned and otherwise transferred, as applicable, to Assignee, by appropriate instruments of conveyance, all of Assignor’s right, title and interest in and to the trademarks set forth in the attached Schedule A (the “**Assigned Trademarks**”).

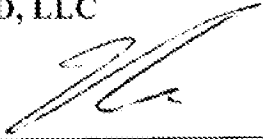
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignment. Assignor hereby sells, conveys, assigns and otherwise transfers to Assignee, its successors and assigns, all of Assignor’s right, title and interest, whether statutory or at common law, in and to (i) the Assigned Trademarks, together with all the goodwill of the business symbolized thereby; (ii) all registrations and applications (including intent-to-use applications) for the Assigned Trademarks; and (iii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto, including, without limitation, all of Assignor’s rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement or other violation thereof, and (c) grant licenses or other interests therein.
2. Further Assurances. Assignor agrees that Assignee shall have the right to file or record this Agreement with the United States Patent and Trademark Office (the “**USPTO**”), and Assignor authorizes and requests the USPTO to record Assignee as the assignee and owner of the Assigned Trademarks. Assignor agrees to execute such further documents and to perform such other acts as may be necessary or reasonably desirable to vest all of Assignor’s right, title and interest in and to the Assigned Trademarks in Assignee or as may be necessary or reasonably desirable to obtain, renew, or issue the Assigned Trademarks, including instructing the registrar for the Assigned Trademarks to transfer the Assigned Trademarks to Assignee.
3. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Counterparts of this Agreement (or applicable signature pages hereof) that are signed and delivered by facsimile or other electronic transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.
5. Severability. In the event that any provision of this Agreement or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other Persons or circumstances will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

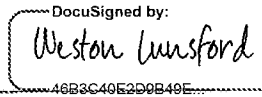
IN WITNESS WHEREOF, the undersigned have caused this instrument to be signed by a duly authorized representative as of the date first written above.

LOCALMED, LLC

By:  _____

Name: Keith M. English
Title: Chief Executive Officer


DENTAL INTELLIGENCE, INC.

By:  _____
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Name: Weston Lunsford
Title: CEO

SCHEDULE A

Assigned Trademarks

Mark	App. No.	File Date	Reg. No.	Reg. Date	Jurisdiction
LOCALMED	86/057,013	9/5/2013	4554938	6/24/2014	United States
	86/057,009	9/5/2013	4558998	7/1/2014	United States