

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM563215

<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>
Planet DDS, LLC		07/15/2019	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PDDS Buyer, LLC		
<b>Street Address:</b>	3990 Westerly PI #200		
<b>City:</b>	Newport Beach		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92660		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5988516	DENTIRAY	
<b>Registration Number:</b>	5950117	DENTIGRAM	
<b>Registration Number:</b>	5950082	DENTICON	
<b>Serial Number:</b>	88481609	PLANET DDS	
<b>Serial Number:</b>	88481630		
<b>Serial Number:</b>	88482338	DENTILYTICS	
<b>Registration Number:</b>	3522671	DENTIGRAM.COM	
<b>Registration Number:</b>	3522670	DENTIGRAM	
<b>Serial Number:</b>	78534128	YOUR PRACTICE IS CONNECTED	
<b>Registration Number:</b>	3166156	DENTICON.COM	
<b>Registration Number:</b>	3535347	PLANETDDS.COM	
<b>Serial Number:</b>	78468990	PLANET DDS	
<b>Registration Number:</b>	3571143	DENTIRAY	
<b>Registration Number:</b>	3571142	DENTIRAY.COM	
<b>Registration Number:</b>	3372447	PLANET DDS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175231231		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 5988516

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 6175701000  
**Email:** SAllirampersad@goodwinlaw.com  
**Correspondent Name:** GOODWIN PROCTER LLP  
**Address Line 1:** 100 Northern Avenue  
**Address Line 4:** Boston, MASSACHUSETTS 02210

<b>ATTORNEY DOCKET NUMBER:</b>	141667-293581
<b>NAME OF SUBMITTER:</b>	Shaleena Alli-Rampersad/Paralegal
<b>SIGNATURE:</b>	/Shaleena Alli-Rampersad/
<b>DATE SIGNED:</b>	02/21/2020

**Total Attachments: 6**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This Intellectual Property Assignment (this "Assignment") is entered into as of July 15, 2019 by and between Planet DDS, LLC, a California limited liability company ("Assignor") and PDDS Buyer, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, in accordance with the terms of that certain Transfer Agreement (the "Transfer Agreement"), by and among PDDS Holdco, Inc., a Delaware corporation, Assignee, Assignor, District Line Partners LLC, a Delaware limited liability company, and Blake Rice, a California resident, solely in his capacity as the representative of the Company Representative Parties dated as of the date of this Assignment, the parties wish to enter into this Assignment to transfer from Assignor to Assignee all of Assignor's right, title and interest in and to the Company Intellectual Property Assets.

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

1. Capitalized terms used but not defined herein have the meanings given to such terms in the Transfer Agreement.

2. Assignor hereby irrevocably contributes, assigns, transfers and delivers to Assignee and its successors and assigns, free and clear of all Liens other than Permitted Liens, all of Assignor's right, title and interest in, to and under the Company Intellectual Property Assets (including the trademarks set forth on Schedule A and the domain names set forth on Schedule B), together with all of the goodwill of the Business which is associated therewith and which is symbolized thereby, and any and all registrations, renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee and its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. The assignment of the Company Intellectual Property Assets granted herein includes all rights of action accrued, accruing and to accrue under and by virtue of the Company Intellectual Property Assets, including all right to sue or otherwise recover for past, present and future infringement and to receive all damages, payments, costs and fees associated therewith. Assignor forever transfers and/or waives any "moral" rights and any right of integrity or attribution that Assignor may possess in the Company Intellectual Property Assets or which otherwise may be associated with the Company Intellectual Property Assets under copyright or other U.S. law or foreign laws, no matter how Assignee plans to use the same.

3. Assignor covenants and agrees, at its own expense, to execute and deliver such further instruments and documents and take such further actions as may be necessary or reasonably requested by Assignee to confirm Assignee's ownership of all rights pursuant to this

Assignment or to document and record with the appropriate authorities the aforesaid assignment and transfer, provided that Assignee shall be solely responsible for filing and recording such documents.

4. This Assignment and all of the provisions hereof will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

6. This Assignment may be executed in the original, by facsimile or by any generally accepted electronic means (including via DocuSign or by transmission of a pdf file containing an executed signature page) in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same agreement.

*[Remainder of page intentionally left blank;  
Signatures appear on following page]*

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date first written above.

**ASSIGNOR:**

PLANET DDS, LLC

By:   
Eric Giesecke, Chief Executive Officer

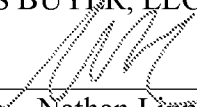
*[Signature Page to Intellectual Property Assignment]*

**TRADEMARK**  
**REEL: 006869 FRAME: 0184**

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date first written above.

**ASSIGNEE:**

PDDS BUYER, LLC

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

Name: Nathan Linn

Title: President

*Schedule A - Trademarks*

1. Planet DDS (unregistered mark; registration in process; Application No. 88/481,609)
2. Denticon.com (lapsed USPTO Reg. No. 3,166,156)
3. Planet DDS (lapsed USPTO Reg. No. 3,372,447; re-registration in process; Application No. 88/481,675)
4. PlanetDDS.com (lapsed USPTO Reg. No. 3,535,347)
5. Dentigram.com (lapsed USPTO Reg. No. 3,522,671)
6. Dentigram (lapsed USPTO Reg. No. 3,522,670; re-registration in process; Application No. 88/482,368)
7. Dentiray (lapsed USPTO Reg. No. 3,571,143; re-registration in process; Application No. 88/481,707)
8. Dentiray.com (lapsed USPTO Reg. No. 3,571,142)
9. Dentilytics (unregistered mark; registration in process; Application No. 88/482,338)
10. Denticon (unregistered mark; registration in process; Application No. 88/481,675)

*Schedule B – Domain Names*

1. appointnow.com
2. appointnow.net
3. askplanetdds.com
4. denticon.biz
5. denticon.info
6. denticon.mobi
7. denticon.org
8. denticon.us
9. dentiray.biz
10. dentiray.info
11. dentiray.mobi
12. dentiray.org
13. dentiray.us
14. organicdentistry.net
15. planetdds.biz
16. planetdds.info
17. planetdds.mobi
18. planetdds.org
19. planetdds.us
20. yourdentistoffice.com
21. dentiray.net
22. denticon.net
23. denticon.com
24. planetdds.com
25. dentiray.com
26. dentiray.net
27. planetdds.net