# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM563710

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DentalOne Partners, Inc.		01/10/2020	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	DCP Equity Partners, LLC	
Street Address:	7160 Dallas Parkway	
Internal Address:	Suite 400	
City:	Plano	
State/Country:	TEXAS	
Postal Code:	75024	
Entity Type:	Limited Liability Company: DELAWARE	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Serial Number:	87104525	SMILELOGIX	

#### CORRESPONDENCE DATA

Fax Number: 2162410816

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.

Phone: 216-622-8200

Email: ipdocket@calfee.com,rfalk@calfee.com,ccostanza@calfee.com

Calfee, Halter & Griswold LLP **Correspondent Name:** 

Address Line 1: 1405 East Sixth Street Address Line 2: The Calfee Building

Address Line 4: Cleveland, OHIO 44114-1607

ATTORNEY DOCKET NUMBER:	27449/04422
NAME OF SUBMITTER:	Ryan W. Falk
SIGNATURE:	/Ryan W. Falk/
DATE SIGNED:	02/25/2020

#### **Total Attachments: 4**

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> **TRADEMARK** REEL: 006874 FRAME: 0694

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TRADEMARK REEL: 006874 FRAME: 0695

## TRADEMARK ASSIGNMENT

WHEREAS, Assignor is the owner of the trademark set forth on <u>Schedule I</u> (the "Trademark", and wishes to convey, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Trademark, and Assignee is desirous of acquiring the Trademark from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. <u>Assignment</u>. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
- (a) the Trademark set forth on <u>Schedule I</u> attached hereto, and all applications, registrations, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (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 Effective Date, 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 no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Assurances</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the Effective Date, Assignor shall, at Assignee's sole expense, take such steps and actions,

TRADEMARK REEL: 006874 FRAME: 0696 and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Trademark Assignment by facsimile, e-mail or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and imure to the benefit of the parties named herein and their respective successors and permitted assigns.
- 5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States, in respect of trademark issues, and in all other respects, including as to validity, interpretation and effect, by the laws of the State of Delaware, without regard to the choice-of-laws or conflicts-of-laws provisions thereof.

[SIGNATURE PAGE FOLLOWS]

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TRADEMARK REEL: 006874 FRAME: 0697 IN WITNESS WHEREOF, the Parties have duly executed and delivered this Trademark Assignment as of the date first above written.

ASSIGNOR:	DENTALONE PARTNERS, INC.			
	By: St-Will			
	Name: Stephen McCall			
	Title: Director			
ASSIGNEE:	DCP EQUITY PARTNERS, LLC			
	By: <b>1111</b>			
	Name: TONG KANSEY			
	Time: Chiet Legal Officer			

# SCHEDULE I - TRADEMARKS

# Pending Trademark Application:

Trademark	Country	App. No.	Filing Date	Applicant	Status
SMILELOGIX	U.S.	87104525	July 14,	DentalOne	Pending;
	:		2016	Partners, Inc.	Statement of
					Use filed

4853-0948-3953, v. 1

TRADEMARK REEL: 006874 FRAME: 0699

RECORDED: 02/25/2020