

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587011

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/01/2019
RESUBMIT DOCUMENT ID:	900549111

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DLH DAVINCI, LLC.		05/08/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	LABS.DENTAL INC.
Street Address:	8521 Fallbrook Ave, Suite 300
City:	West Hills
State/Country:	CALIFORNIA
Postal Code:	91304
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2061195	DA VINCI DENTAL STUDIOS
Registration Number:	3096437	DA VINCI VENEERS
Registration Number:	3014180	DA VINCI VENEERS
Registration Number:	3751705	DA VINCI
Registration Number:	5127720	SIGNATURE SERIES

CORRESPONDENCE DATA

Fax Number: 2138962450

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: 213-896-2586

Email: ptdocketing@hklaw.com, theresa.middlebrook@hklaw.com,
alexis.karriker@hklaw.com

Correspondent Name: Theresa W. Middlebrook

Address Line 1: 400 South Hope Street, Suite 800

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	167720.00001
NAME OF SUBMITTER:	Theresa W. Middlebrook

SIGNATURE:	/twm/
DATE SIGNED:	07/16/2020
Total Attachments: 6 source=Assignment of Trademarks July 1_ 2019 - DHL DA VINCI LLC to LABS.DENTAL INC.(73489959.1)#page1.tif source=Assignment of Trademarks July 1_ 2019 - DHL DA VINCI LLC to LABS.DENTAL INC.(73489959.1)#page2.tif source=Assignment of Trademarks July 1_ 2019 - DHL DA VINCI LLC to LABS.DENTAL INC.(73489959.1)#page3.tif source=Assignment of Trademarks July 1_ 2019 - DHL DA VINCI LLC to LABS.DENTAL INC.(73489959.1)#page4.tif source=Assignment of Trademarks July 1_ 2019 - DHL DA VINCI LLC to LABS.DENTAL INC.(73489959.1)#page5.tif source=Assignment of Trademarks July 1_ 2019 - DHL DA VINCI LLC to LABS.DENTAL INC.(73489959.1)#page6.tif	

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of July 1, 2019 by and among VICTORY PARK MANAGEMENT, LLC, a Delaware limited liability company, as agent for VPC SBIC I, LP (collectively, "Foreclosing Seller"), LABS.DENTAL HOLDINGS LLC, a Delaware limited liability company ("Holdings"), and LABS.DENTAL INC., a Delaware corporation ("OpCo" and, together with Holdings, each, a "Purchaser" and, collectively, the "Purchasers").

RECITALS

- A. Dental Lab Holdings, LLC, a Delaware limited liability company ("DLH"), the direct and indirect subsidiaries of DLH listed on Exhibit A hereto (collectively with DLH, "Borrower"), and Foreclosing Seller entered into that certain Financing Agreement dated August 6, 2015 (the "Financing Agreement"), pursuant to which Foreclosing Seller made certain loans to Borrower that remain outstanding as of the date hereof. The Financing Agreement, together with all other agreements, documents and instruments which relate thereto, are collectively referred to herein as the "Loan Documents."
- B. As security for Borrower's obligations under the Loan Documents, Borrower granted to Foreclosing Seller a first priority security interest in all or substantially all of Borrower's assets and the proceeds thereof (the "Collateral"). Foreclosing Seller's security interest in the Collateral is perfected by certain UCC-1 Financing Statements filed against Borrower in the Office of the Secretary of State of the State of Delaware (collectively, the "Foreclosing Seller Financing Statements").
- C. Borrower is in default under the Loan Documents for failure to make payments in accordance with the terms thereof, among other defaults, and Foreclosing Seller has exercised its secured creditor rights.
- D. On June 20, 2019, Foreclosing Seller gave notice of a private sale in accordance with NY UCC § 9-611 and, as a result, Foreclosing Seller is authorized pursuant to NY UCC § 9-617 to transfer title to the Collateral on behalf of Borrower.
- E. Foreclosing Seller desires to sell to Purchasers, and Purchasers desire to purchase from Foreclosing Seller, certain assets of Borrower constituting a portion of the Collateral through a private foreclosure sale under NY UCC § 9-610 on the terms and conditions set forth in this Agreement.

AGREEMENTS

In consideration of the foregoing recitals and the mutual agreements which follow, the parties agree as follows:

1. Purchase and Sale of Assets. Subject to the terms and conditions set forth in this Agreement, Purchasers agree to purchase from Foreclosing Seller, and Foreclosing Seller agrees to sell and transfer to Purchasers, at the Closing (as defined below) through a private sale under NY UCC § 9-610, all of Borrower's right, title and interest in and to all assets, properties, claims and rights (of every kind, nature, character and description, whether personal, tangible or intangible, accrued, contingent or otherwise, wherever located and regardless of whether reflected on its books) of Borrower used in or related to Borrower's business, other than the Excluded Assets (as defined below), including, without limitation, the assets described on Exhibit B hereto

Error! Unknown document property name.

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(collectively, the "**Purchased Assets**"); provided that Foreclosing Seller is not selling any property that is not subject to its security interest. All of the Purchased Assets shall be transferred by Foreclosing Seller to Purchasers free and clear of all security interests, liens, claims and encumbrances of any kind or nature (collectively, "**Liens**").

2. Excluded Assets. Notwithstanding any other provisions of this Agreement, the Purchased Assets shall not include any of the assets of Borrower which are specifically identified on **Exhibit C** hereto (collectively, the "**Excluded Assets**").
3. Liabilities. Subject to the terms and conditions of this Agreement and as partial payment for the purchase of the Purchased Assets, Purchasers shall, at the Closing, assume and pay, perform and discharge only those obligations of Borrower expressly set forth on **Exhibit D** hereto (collectively, the "**Assumed Liabilities**"). Except for the Assumed Liabilities, Purchasers do not assume any liabilities, obligations or commitments of Borrower, whether absolute or contingent, known or unknown, including, without limitation, any liabilities arising from or relating to the operation of Borrower's business prior to the Closing, which liabilities shall be retained by Borrower, and shall be referred to herein as the "**Excluded Liabilities**."
4. Purchase Price. In consideration of Foreclosing Seller's sale, assignment and transfer of the Purchased Assets to Purchasers, (i) Purchasers shall assume the Assumed Liabilities, (ii) Holdings shall issue to Foreclosing Seller thirty (30) Class B Units of Holdings (the "**Units**"), as such Units are described in the LLC Agreement (as defined below) and (iii) OpCo shall pay to Foreclosing Seller the amount of \$225,000 in cash by wire transfer of immediately available funds to an account designated in writing by Foreclosing Seller (the "**Closing Payment**").
5. Closing. The closing of the transactions contemplated by this Agreement ("**Closing**") shall take place virtually through electronic transfer, unless another method is agreed to in writing by the parties, at 10:00 a.m. (Central Time) as soon as reasonably practicable following the satisfaction (or waiver by the party entitled to the benefit thereof) of the conditions to the Closing set forth in **Section 7** (other than the conditions that, by their terms, must be satisfied (or waived by the party entitled to the benefit thereof) on the Closing Date, but subject to the satisfaction or waiver of such conditions at the Closing), or such other place or date as may be mutually agreed by the parties. The date on which the Closing occurs is referred to herein as the "**Closing Date**." The Closing shall be deemed effective as of 11:59 p.m. (Central Time) on the Closing Date.
6. Closing Deliveries of the Parties.
 - (a) Foreclosing Seller Deliveries. At the Closing, Foreclosing Seller shall deliver to Purchasers the following:
 - (i) a transfer statement in the form attached as **Exhibit E** hereto, or in such other form as may be mutually acceptable to Foreclosing Seller and Purchasers, duly executed by Foreclosing Seller;
 - (ii) [Reserved];
 - (iii) a subscription agreement with respect to the Units, in a form mutually acceptable to Foreclosing Seller and Holdings (the "**Subscription Agreement**"), duly executed by Foreclosing Seller;
 - (iv) the Limited Liability Company Agreement of Holdings in the form attached as

EXHIBIT A

DLH SUBSIDIARIES

1. DLH DAVINCI, LLC, a Delaware limited liability company
2. DLH NULIFE, LLC, a Delaware limited liability company
3. DLH CAL CERAM, LLC, a Delaware limited liability company
4. DLH WINTER ACQUISITION, LLC, a Delaware limited liability company
5. DLH WINTER, LLC, a Delaware limited liability company

EXHIBIT B

PURCHASED ASSETS

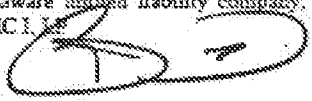
<u>Account#</u>	<u>AccountName</u>
120200	ACCOUNTS RECEIVABLE
120805	ACCOUNTS RECEIVABLE-MISC
120900	ALLOWANCE FOR DOUBTFUL ACCTS
120905	ALLOWANCE FOR SERVICE CHARGES
130000	INVENTORY
130100	WIP INVENTORY
130200	INVENTORY - IN TRANSIT
130800	INVENTORY RESERVE
140200	DEPOSITS
140300	OTHER PREPAIDS
140400	PREPAID INSURANCE
150500	FURNITURE & FIXTURES
150550	COMPUTERS
150600	MACHINERY & EQUIPMENT
150610	MACHINERY & EQUIPMENT-OFFSITE
150700	VEHICLES
150800	LEASEHOLD IMPROVEMENTS
170000	GOODWILL
172100	CUSTOMER RELATIONS
172200	TRADE NAME
173000	COVENANT NOT TO COMPETE
110200	CASH-GENERAL
110400	BOW BANK ACCOUNT #6597
110500	Restricted Cash (AD Escrow)
110800	CASH-PETTY CASH
120850	INTERCOMPANY-PARENT
120855	INTERCOMPANY RECEIVABLE-NULIFE
120856	INTERCOMPANY RECEIVABLE-WINTER
120860	INTERCOMPANY RECEIVABLE-DAVINC
120870	INTERCOMPANY RECEIVABLE-NULIFE
120880	INTERCOMPANY RECEIVABLE - CC
120890	INTERCOMPANY RECEIVABLE - NY

Please Note: 140200 Deposits includes the full LC balance of \$324,172.80. Actual balance of LC at 3/31/2019 was \$209,625.84. Projected LC balance at 7/1/2019 is \$56,065.84 (assumes June and July rent is \$37,500 and July rent is paid on 7/1/19).

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

FORECLOSING SELLER:

VICTORY PARK MANAGEMENT, LLC, a Delaware limited liability company, as agent for VPC SRIC I, L.P.



By: _____
Name: Scott R. Zemnick
Title: Authorized Signatory

PURCHASERS:

LABS.DENTAL HOLDINGS LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

LABS.DENTAL INC., a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date first written above.

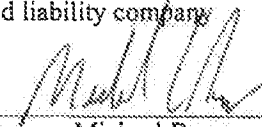
FORECLOSING SELLER:

VICTORY PARK MANAGEMENT, LLC, a Delaware limited liability company, as agent for VPC SBIC I, LP


By: _____
Name: Scott R. Zernick
Title: Authorized Signatory

PURCHASERS:

LABS.DENTAL HOLDINGS LLC, a Delaware limited liability company

By:  _____
Name: Michael Barry
Title: President

LABS.DENTAL INC., a Delaware corporation

By:  _____
Name: Michael Barry
Title: President