

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596896

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|------------------------------|--------------------------|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE: | 12/19/2018 |
| RESUBMIT DOCUMENT ID: | 900558050 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|----------|----------------|-------------------------------------|
| Pondfield Capital, LLC, as Agent | | 12/19/2018 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------------|
| Name: | Deerpath Fund Services, LLC, as Agent |
| Street Address: | 405 Lexington Avenue, 53rd Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10174 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 2

| Property Type | Number | Word Mark |
|-----------------------|----------|----------------------------------|
| Serial Number: | 86245748 | SPRING & SPROUT |
| Serial Number: | 87582066 | HILL COUNTRY PEDIATRIC DENTISTRY |

CORRESPONDENCE DATA

Fax Number: 7132266397

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: 713-226-6000

Email: TMMail@porterhedges.com

Correspondent Name: Jonathan Pierce

Address Line 1: P.O. Box 4744

Address Line 4: Houston, TEXAS 77210-4744

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 010997-0133 |
| NAME OF SUBMITTER: | Jonathan Pierce |
| SIGNATURE: | /jmp/ |
| DATE SIGNED: | 09/10/2020 |

Total Attachments: 2

source=2018-12-19 Executed Assignment Nunc Pro Tunc Pondfield Capital to Deerpath Fund Services#page1.tif

NUNC PRO TUNC INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment, effective Nunc Pro Tunc as of December 19, 2018, by and between PONDFIELD CAPITAL, LLC, in its capacity as Agent (“Assignor”), a Delaware limited liability company, and DEERPATH FUND SERVICES, LLC (“Assignee”), a Delaware limited liability company, having a place of business at 405 Lexington Avenue, 53rd Floor, New York, New York, 10174. By this Agreement, Assignor and Assignee (each a “Party”) agree as follows:

WHEREAS Assignor, serving as Agent under that certain Loan Agreement dated as of November 13, 2014 (as amended by that certain First Amendment to Loan Agreement dated January 6, 2015, that certain Second Amendment to Loan Agreement dated April 1, 2015, that certain Third Amendment to Loan Agreement dated March 23, 2016, that certain Fourth Amendment to Loan Agreement dated June 6, 2016, that certain Fifth Amendment to Loan Agreement dated July 12, 2016, that certain Sixth Amendment to Loan Agreement dated October 26, 2017, that certain Seventh Amendment to Loan Agreement dated March 6, 2019, that certain Eighth Amendment to Loan Agreement dated April 29, 2019, that certain Ninth Amendment to Loan Agreement dated January 13, 2020, that certain Tenth Amendment to Loan Agreement dated April 7, 2020, and as further amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), and other Loan Documents (as defined in the Loan Agreement), hereby irrevocably resigns and shall have no further obligations in such capacity under the Loan Agreement and the other Loan Documents, except to the extent of any obligation expressly stated in the Loan Agreement or other Loan Documents as surviving any such resignation.

WHEREAS Assignee accepts its appointment as Agent under the Loan Agreement and other Loan Documents and assumes the rights, powers, privileges, discretion, obligations, responsibilities and duties of Assignor, in accordance with the terms of the Loan Documents, in each case, including, without limitation, in the capacity as Agent, secured party, grantee, mortgagee, beneficiary, assignee and each other similar capacity, if any, in which the Assignor was granted liens on any real or personal property as security for all or any obligations.

WHEREFORE, for good and valuable consideration provided to Assignor from Assignee, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby grants, assigns, transfers and conveys to Assignee, all powers of attorney, security interests, mortgages, liens, collateral and other rights, titles, indemnities, interests, privileges, claims, demands, equities and charges of Assignor as the mortgagee, secured party, beneficiary, or otherwise, whether now or hereafter existing under or pursuant to the Loan Documents and the Loan Agreement.

Assignor covenants and agrees that it and its representatives will, at Assignee's request and expense, execute and deliver any documentation reasonably necessary or reasonability requested, and to do all other lawful acts necessary, to enable Assignee to effect or evidence the transactions herein contemplated, including, but not limited to, the resignation of the Assignor and the appointment of the Assignee and any amendments to the Loan Agreement and Loan Documents.

Assignor further covenants and agrees that it and its representatives will, at Assignee's request and expense, execute and deliver any documentation reasonably necessary or reasonability requested, and to do all other lawful acts necessary, to enable Assignee to maintain the validity, perfection, priority, of, or assign to the Assignee, all rights and privileges of the Assignor under the Loan Documents, under any and all liens and security interests in respect of any and all collateral, and to maintain the rights, powers, discretion, and privileges afforded to the Assignor under any of the Loan Documents.

This Agreement shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

This Assignment is effective Nunc Pro Tunc as of the date first stated above. The undersigned hereby represent and warrant that they have the authority to execute this Agreement behalf of their respect entities.

This Agreement contains the complete agreement and understanding between the Parties concerning the subject matter hereof and shall supersede all other agreements, understandings or commitments between the Parties as to such subject matter. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to choice or conflicts of law.

ASSIGNOR
PONDFIELD CAPITAL, LLC
A Delaware limited liability company

By: Deerpath Capital Management, LP,
Its Investment Manager

By: 

Anish Bahl
Chief Financial Officer

ASSIGNEE
DEERPATH FUND SERVICES, LLC
A Delaware limited liability company

By: 

Anish Bahl
Chief Financial Officer