OP \$40.00 3620300

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM600118

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alvelogro, Inc.		09/23/2020	Corporation: WASHINGTON

RECEIVING PARTY DATA

Name:	Salvin Dental Specialties, Inc.	
Street Address:	3450 Latrobe Drive	
City:	Charlotte	
State/Country:	NORTH CAROLINA	
Postal Code:	28211	
Entity Type:	Corporation: NORTH CAROLINA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3620300	IMPROV

CORRESPONDENCE DATA

Fax Number: 7043311159

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: 7043311000

Email: EAR-PTOTMCorrespondence@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC Address Line 1: 100 North Tryon Street

Address Line 2: Suite 4700

Address Line 4: Charlotte, NORTH CAROLINA 28202-4003

ATTORNEY DOCKET NUMBER:	037174-005374
NAME OF SUBMITTER:	Ellen A. Rubel
SIGNATURE:	/ellenarubel/
DATE SIGNED:	09/29/2020

Total Attachments: 3

source=Signed Assignment from Alvelogro, Inc. to Salvin Dental#page1.tif source=Signed Assignment from Alvelogro, Inc. to Salvin Dental#page2.tif source=Signed Assignment from Alvelogro, Inc. to Salvin Dental#page3.tif

TRADEMARK REEL: 007064 FRAME: 0256

TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into by and among Alvelogro, Inc. ("Alvelogro"), a Washington corporation with a place of business at 7829 Center Blvd. SE, #300, Snoqualmie, Washington 98065, by and through Nancy James, Trustee in bankruptcy for Alvelogro ("Trustee") case Number 20-11237 pending in the United States Bankruptcy Court for the Western District of Washington, and Salvin Dental Specialties, Inc. ("Salvin"), a North Carolina corporation with a place of business at 3450 Latrobe Drive, Charlotte, North Carolina 28211.

WHEREAS, Alvelogro is the record owner of the entire worldwide right, title and interest in and to the IMPROV trademark and the goodwill associated therewith, including all rights in the trademark registration(s) and/or application(s) listed in <u>Schedule A</u> ("IMPROV Mark");

WHEREAS, Alvelogro's bankruptcy assets include the IMPROV Mark;

WHEREAS, Trustee, is authorized to sell the IMPROV Mark to Salvin pursuant to an order of the United States Bankruptcy Court for the Western District of Washington at Seattle in case number 20-11237, a copy of which is attached hereto as Exhibit 1;

WHEREAS, Salvin has agreed to acquire the IMPROV Mark on the terms contained herein;

WHEREAS, the parties represent and warrant that they each have the requisite corporate power and authority to execute, deliver and perform this assignment, and their respective execution, delivery and performance has been duly authorized;

NOW, THEREFORE, for good and valuable consideration, including sums in excess of One Dollar U.S. (\$1.00), the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. <u>Trademark Assignment</u>. Alvelogro, by and through Trustee, hereby irrevocably assigns, grants, transfers, conveys and relinquishes exclusively to Salvin, its successors, assigns and legal representatives, all of Alvelogro's entire right, title, and interest in and to the IMPROV Mark (including all registrations, applications, protections, and renewals therefor), all common law rights in the IMPROV Mark, all goodwill of the business appurtenant to and symbolized by the IMPROV Mark, all rights of action against third parties for past, present and future infringement, dilution, or other violation of the IMPROV Mark, and all rights to file applications for registration and any other document necessary to register or maintain the IMPROV Mark, the same to be held and enjoyed by Salvin as fully and entirely as the same would have been held by Alvelogro had this assignment not been made.

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- 2. <u>Payment</u>. In consideration of the terms of this assignment, Salvin shall pay to Trustee the amounts shown in the Bill of Sale, a copy of which is attached hereto as <u>Exhibit 2</u>.
- 3. Further Assurances. Trustee, acting on behalf of Alvelogro in the bankruptcy proceeding, agrees to perform such proper additional acts, and to execute such additional documents, as are deemed reasonable and necessary to (a) effect the transfer of the IMPROV Mark pursuant to the terms of this assignment, and (b) assist in the assignment and recordation of the IMPROV Mark. In furtherance of the obligations under this section, Trustee, acting on behalf of Alvelogro, hereby authorizes the United States Patent and Trademark Office and all other corresponding entities or agencies in any applicable government or foreign countries, to record Salvin as an owner of the IMPROV Mark.

4. Miscellaneous

- 4.1 Trustee individually represents and warrants that she has the full right to agree to, execute, and deliver this assignment and that she has made no previous assignment of any rights in the IMPROV Mark.
- 4.2 This assignment is to be governed by and construed in accordance with the laws of the State of Washington, without giving effect to the choice of law principles thereof, including all matters of construction, validity and performance. Venue is the United States Bankruptcy Court for the Western District of Washington at Seattle.
- 4.3 This assignment may be executed in counterparts and all counterparts so executed shall constitute the agreement of the parties notwithstanding that they are not a signatory to the original or to the same counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be duly executed by their authorized representatives.

Alvelogro, Inc., by and through Trustee	Salvin Dental Specialties, Inc.
By: Dy & Olens	By: William Signon
By: Dy & Glans Print Name: Dancy 6. Janes	Print Name: WILLIAM SIMMONY
Title: Tenster in Bankenpley	Title: PRESIBENT
Title: Tengher in Bankenpley Date: 9-23-2020	Date: 9-17-2020

SCHEDULE A

IMPROV

U.S. Trademark Registration No. 3620300

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RECORDED: 09/29/2020