

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM603268

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Futuredontics, Inc.		09/29/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Ankur Mohindra DDS Inc.		
Street Address:	1951 Artesia Blvd Suite 102		
City:	Redondo Beach		
State/Country:	CALIFORNIA		
Postal Code:	90278		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2391733	SMILEWORKS.COM	
CORRESPONDENCE DATA			
Fax Number:	9258841725		
<i>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.</i>			
Phone:	9259998200		
Email:	ao@dmcounsel.com		
Correspondent Name:	Ali Oromchian		
Address Line 1:	111 Deerwood Rd, #340		
Address Line 4:	San Ramon, CALIFORNIA 94583		
NAME OF SUBMITTER:	Ali Oromchian		
SIGNATURE:	/Ali Oromchian/		
DATE SIGNED:	10/15/2020		
Total Attachments: 3			
source=Smileworks Assignment FDSigned (9-24-20)#page1.tif			
source=Smileworks Assignment FDSigned (9-24-20)#page2.tif			
source=Smileworks Assignment FDSigned (9-24-20)#page3.tif			

OP \$40.00 2391733

ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is entered into as of July 20, 2020 ("Effective Date") by and between Futuredontics Inc., a California corporation, as Assignor, and Ankur Mohindra DDS, Inc., a California corporation, as Assignee.

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, the entire right, title and interest in and to the Assigned Marks set forth in Schedule A of this Agreement, together with their corresponding registrations, related intellectual property rights and the goodwill associated therewith, upon the terms and conditions set forth herein.

In consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Assignment Transfer**. Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's rights, title and interest in and to (i) the Assigned Marks set forth in Schedule A hereto; (ii) any registration or application for registration of any of the foregoing; and (iii) any goodwill and common law rights associated with any of the foregoing. Assignee retains all rights, title and interest to enforce any rights for past, present or future infringement(s), if any, of the Assigned Marks.

2. **Payment**. Assignee agrees to pay Assignor \$600,000 USD within ten (10) days of the Parties mutual execution of this Agreement as consideration for transferring ownership of the Assigned Marks from Assignor to Assignee.

3. **Cooperation**. Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary, compensated at the cost of legal fees incurred, to Assignor to secure to Assignee or to its designee to the rights herein assigned. Assignor authorizes and requests that the U.S. Commissioner for Trademarks record Assignee as the owner of the Assigned Marks.

4. **Disclaimer of Warranties**. The Assigned Marks are assigned and assumed on an "as is" basis with no representations or warranties, and Assignor hereby excludes and disclaims any express or implied representations or warranties of any kind.

5. **Miscellaneous**. This Agreement constitutes the entire agreement between the Parties in connection with the subject matter herein and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision. The governing law for this Agreement shall be the laws for the State of California. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

Assignor: Futuredontics Inc.



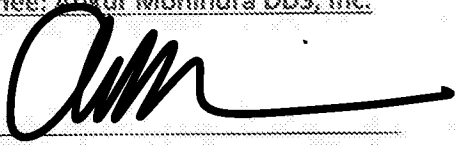
Signature of Authorized Representative

Print Name: *Steven Ostrover*

Print Title: *Co. President*

Print Date: *9/14/20*

Assignee: Ankur Mohindra DDS, Inc.



Signature of Authorized Representative

Print Name: **Ankur Mohindra**

Print Title: **Owner Dentist**

Print Date: **9/29/2020**

Schedule A: Assigned Marks

<u>MARK</u>	<u>COUNTRY</u>	<u>STATUS</u>	<u>APPLICATION</u> #	<u>REGISTRATION</u> #	<u>DATE</u> <u>FILED</u>	<u>REGISTRATION</u> <u>DATE</u>
-------------	----------------	---------------	-------------------------	--------------------------	-----------------------------	------------------------------------

<u>S SMILEWORKS &</u> <u>Design</u>	United States of America	Abandoned	77/107,688	3446039	Feb 14, 2007	Jun 10, 2008
<u>SMILEWORKS</u>	United States of America	Abandoned	78/965,052	3324669	Aug 31, 2006	Oct 30, 2007
<u>SMILEWORKS</u>	United States of America	Abandoned	78/964,886	3324667	Aug 31, 2006	Oct 30, 2007

SMILEWORKS.COM	United States of America	Registered	75/857,721	2391733	Nov 23, 1999	Oct 3, 2000
----------------	--------------------------	------------	------------	---------	--------------	-------------