

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM605187

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|---|--|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GeoDigm Corporation | | 10/26/2020 | Corporation: MINNESOTA |
| RECEIVING PARTY DATA | | | |
| Name: | GeoDigm Holdings LLC | | |
| Street Address: | 11601 Kew Gardens Ave., Suite 200 | | |
| City: | Palm Beach Gardens | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 33410 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2789747 | EPLAN | |
| Registration Number: | 2801527 | ICON | |
| Registration Number: | 2789746 | GEODIGM | |
| Registration Number: | 2944740 | EMODEL | |
| Registration Number: | 2572036 | EMODEL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | trademarks@dechert.com | | |
| Correspondent Name: | Glenn A. Gundersen | | |
| Address Line 1: | 2929 Arch Street | | |
| Address Line 2: | Cira Centre | | |
| Address Line 4: | Philadelphia, PENNSYLVANIA 19104-2808 | | |
| NAME OF SUBMITTER: | Spencer Joffrion | | |
| SIGNATURE: | /Spencer Joffrion/ | | |
| DATE SIGNED: | 10/27/2020 | | |
| Total Attachments: 5 | | | |
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “Assignment”) is made as of October 26, 2020 (the “Effective Date”) between GeoDigm Corporation, a Minnesota corporation (“Assignor”) and GeoDigm Holdings, LLC, a Delaware limited liability company (“Assignee”). Each of Assignor and Assignee are referred to as a “Party” and together as the “Parties”.

WHEREAS, pursuant to that certain Purchase Agreement, by and among Assignor, WestCoast Dental Labs LLC, Barracuda Dental LLC, and Barracuda Dental Sub LLC, dated October 2, 2020 (the “Purchase Agreement”), Assignor and Assignee are obligated to execute this Assignment in order to sell, transfer, assign and deliver the Assigned Trademark Rights (defined below) to Assignee. Capitalized terms used herein and not otherwise defined in this Assignment shall have the meanings given such terms in the Purchase Agreement.

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

1. Assignor hereby irrevocably sells, transfers, assigns and delivers to Assignee, and Assignee hereby assumes and accepts, all of Assignor’s worldwide rights, title, and interest in and to (a) the trademark registrations listed on Exhibit A hereto; together with all registrations and applications for the foregoing; and all common law rights in the foregoing; (b) all issuances, extensions and renewals of the foregoing; (c) all rights to create new trademarks that incorporate the foregoing; (d) all rights to request, apply for, file and register the foregoing; (e) all the goodwill of the business connected with the use of and symbolized by the foregoing; (f) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; (g) all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing; and (h) any and all files related to the prosecution or enforcement of any of the Assigned Trademark Rights, including without limitation such trademark prosecution or enforcement files in the custody of Assignor’s outside legal counsel, and all attorney client privileges and work product immunities associated with such files and such prosecution and enforcement activities (collectively (a) through (h), the “Assigned Trademark Rights”) to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made.

2. Assignor hereby authorizes and requests the competent authorities, including without limitation an official of the United States Patent and Trademark Office, an official of any non-U.S. governmental trademark office and an official of any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

3. Assignor shall promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation prompt production of pertinent facts and documents in its possession or under its control, giving of testimony, execution of papers, and other assistance all to the extent reasonably necessary or desirable for: (a) perfecting all right, title and interest herein conveyed; (b) prosecuting any applications herein conveyed; and (c) legal proceedings involving any trademark and any applications therefor, including

without limitation opposition proceedings, infringement actions and court actions; provided, however, that the reasonable expenses incurred by Assignor in providing such cooperation shall be paid for by Assignee.

4. THIS ASSIGNMENT AND ANY DISPUTES ARISING UNDER OR RELATING TO OR IN CONNECTION WITH THIS ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREUNDER SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAW OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF OR OF ANY OTHER JURISDICTION.

5. Each of the Parties (i) irrevocably submits exclusively to the jurisdiction of the Chancery Courts of the State of Delaware (the "Chancery Court") or, if the Chancery Court declines jurisdiction, any other Delaware state court, and the federal courts of the United States of America, in each case, located in New Castle County in the State of Delaware (collectively, "Chosen Courts") in the event any dispute arises out of this Assignment or any of the transactions contemplated hereby, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that it will not bring any Action by or before any Governmental Entity relating to this Assignment or any of the transactions contemplated hereby in any court other than the Chosen Courts, (iv) waives any objection that it may now or hereafter have to the venue of any such Action in the Chosen Courts or that such Action was brought in an inconvenient court and agrees not to plead or claim the same and (v) consents to service being made through the notice procedures set forth in the Purchase Agreement.

6. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

7. Whenever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable Laws, but if any provision of this Assignment, or application thereof, becomes or is held to be prohibited by or invalid under applicable Laws, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment. The Parties shall use all reasonable efforts to replace such prohibited or invalid provision of this Assignment with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such prohibited or invalid provision.

10. This Assignment (including the Schedules and exhibits) and the other Transaction Documents contain the entire agreement between the Parties regarding its subject matter and supersede and cancel any prior and contemporaneous understandings, agreements or representations by or between the Parties, written or oral, which relate to the subject matter hereof in any way.

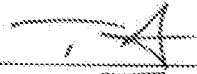
11. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

[Signature page follows.]

The Parties, by their authorized representatives, have executed this Trademark Assignment effective as of the Effective Date:

"ASSIGNEE":


GEODIGM HOLDINGS, LLC

By: 
Name: Tommy Lee
Title: CEO
Date: 10/22/20

[Signature and Acknowledgment Page to Trademark Assignment]

"ASSIGNOR":

GEODIGM CORPORATION

By: 
Name: Tom V. Smith
Title: CEO
Date: 10/22/20

[Signature and Acknowledgment Page to Trademark Assignment]

EXHIBIT A
REGISTERED TRADEMARKS

| Country | Trademark | Status | App. No. | Reg. No. | Reg. Date |
|---------|-----------------|------------|------------|-----------|-----------|
| US | EPLAN | Registered | 78/096,533 | 2,789,747 | 2-Dec-03 |
| US | ICON | Registered | 78/193,454 | 2,801,527 | 30-Dec-03 |
| US | GEODIGM | Registered | 78/096,530 | 2,789,746 | 2-Dec-03 |
| US | EMODEL & Design | Registered | 78/099,957 | 2,944,740 | 26-Apr-05 |
| US | EMODEL | Registered | 75/981,862 | 2,572,036 | 21-May-02 |

Exh. A - 1

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RECORDED: 10/27/2020

TRADEMARK
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