

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617034

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Colin M. Webb, DDS, PLLC		12/15/2020	Professional Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Clear Smiles, Inc.		
Street Address:	1919 McKinney Ave		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75202		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87790249	CLEARSMILE	
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>			
Phone:	7045521889		
Email:	jjs@schwartz-iplaw.com		
Correspondent Name:	Jeffrey J. Schwartz		
Address Line 1:	6100 Fairview Road, Suite 1135		
Address Line 4:	Charlotte, NORTH CAROLINA 28210		
NAME OF SUBMITTER:	Jeffrey J. Schwartz		
SIGNATURE:	/jjs/		
DATE SIGNED:	12/29/2020		
Total Attachments: 2			
source=Short Form Trademark Assignment Agreement - executed (00269902xDAAF3)#page1.tif			
source=Short Form Trademark Assignment Agreement - executed (00269902xDAAF3)#page2.tif			

OP \$40.00 87790249

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”), effective December 15, 2020, is made by and between Colin M. Webb, DDS, PLLC, a North Carolina professional limited liability company with an address at 2915 Coltsgate Road, Suite 102, Charlotte, North Carolina, 28211, and Dr. Colin M. Webb, an individual residing in North Carolina, (collectively, “CMW”) on one hand, and on the other, Clear Smiles, Inc. (“CSI”), a Texas corporation, with an address at 1919 McKinney Ave., Dallas, TX 75202. CMW and CSI are referred to collectively as the “Parties.”

WHEREAS, under the terms of the Trademark Assignment and License Agreement between the Parties, dated December 15, 2020 (the “Agreement”), CMW has conveyed, transferred, and assigned to CSI, the Service Marks (as defined in the Agreement) and the goodwill associated therewith along with U.S. Trademark Application Serial No. 87/790249 (the “Application”), and has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office;

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

1. Assignment. CMW hereby irrevocably conveys, transfers, and assigns to CSI, and CSI hereby accepts, all of CMW’s right, title, and interest in and to the following:

- (a) the Service Marks together with the goodwill of the business connected with the use of, and symbolized by, the Service Marks;
- (b) the Application and all issuances, extension, and renewals thereof, together with the goodwill of the business connected with the use of the mark;
- (c) all intellectual property rights of any kind whatsoever of CMW accruing under the Service Marks as provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; and
- (d) any and all claims and causes of action with respect to the Service Marks, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Actions. CMW shall assist CSI and cooperate in the completion of any documents, filings, or notices necessary to be filed and recorded with the appropriate authorities to effect the aforesaid assignment and transfer of ownership in the Service Marks with the USPTO.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of

electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. Successors and Assigns. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns pursuant to Section 6 of the Agreement.

5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby are governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

IN WITNESS WHEREOF, CMW and CSI have duly executed this Assignment as of the date first written above.

Clear Smiles, Inc.

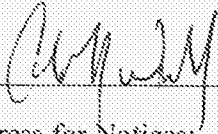


Name: Timothy Vanderlick

Title: President

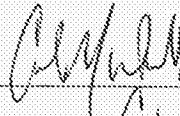
Address for Notices:
1919 McKinney Ave.
Dallas, TX 75202

Dr. Colin M. Webb



Address for Notices:
2915 Coltsgate Road, Suite 102, Charlotte,
North Carolina, 28211

Colin M. Webb, DDS, PLLC



Name: Colin M. Webb

Title: President

Address for Notices:
2915 Coltsgate Road, Suite 102, Charlotte,
North Carolina, 28211