

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HENRY The Dentist, Inc.		12/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Onsite Dental, LLC		
Street Address:	85 Argonaut Suite #220		
City:	Aliso Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92656		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88867887	HENRY THE DOCTOR	
Serial Number:	88867895	HENRY HEALTH	
Serial Number:	88013716		
Serial Number:	88013708	HENRY	
Serial Number:	87901534	HENRY	
Serial Number:	87976230	HENRY	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2128138800		
Email:	tadmin@goodwinlaw.com, sallirampersad@goodwinlaw.com		
Correspondent Name:	Goodwin Procter LLP		
Address Line 1:	620 Eighth Avenue		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	137895.271020		
NAME OF SUBMITTER:	Shaleena Alli-Rampersad, Paralegal		
SIGNATURE:	/Shaleena Alli-Rampersad/		
DATE SIGNED:	01/12/2021		

OP \$165.00 88867887

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 31 day of December, 2020, by and between HENRY The Dentist, Inc. , Inc., a corporation organized and existing under the laws of Delaware, and having a usual place of business at 50 Columbus Drive, #2105, Jersey City, NJ 07302 ("Assignor") and Onsite Dental, LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 85 Argonaut Suite #220, Aliso Viejo, CA 92656 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks"); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date of hereof (the "Purchase Agreement"), pursuant to which Assignor transfers, conveys and grants to Assignee certain of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby; and

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

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

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Nothing contained in this Assignment shall be deemed to expand, impair, supersede, modify, limit, extend, expand, add to, diminish, amend or in any way affect any of the rights, obligations, agreements, covenants, representations, warranties or indemnities contained in the Purchase Agreement, which shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: HENRY THE DENTIST,
INC.

Signature:

Name:

Title:

DocuSigned by:
Justin Joffe

Justin Joffe

Chief Executive Officer

ASSIGNEE: ONSITE DENTAL, LLC

Signature:

Name:

Title:

President

Signature page to Trademark Assignment

TRADEMARK
REEL: 007200 FRAME: 0857

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR: HENRY THE DENTIST,
INC.

Signature: _____
Name: _____
Title: _____

ASSIGNEE: ONSITE DENTAL, LLC




Signature:  _____
Name: Ernest Blackwelder
Title: Chief Executive Officer

Exhibit A

Marks

<i>Mark</i>	<i>Jurisdiction</i>	<i>Application No. & Date</i>	<i>Registration No. & Date</i>
HENRY THE DOCTOR	United States of America	88867887; 4/10/20	
HENRY HEALTH	United States of America	88867895; 4/10/20	
	United States of America	88013716; 6/25/2018	6142426; 9/1/2020
<i>Henry</i>	United States of America	88013708; 6/25/2018	5701638; 3/19/2019
<i>Henry</i>	United States of America	87901534; 5/1/2018	6114048; 7/28/2020
HENRY	United States of America	87976230; 10/20/2016	5366518; 12/26/2017
	Canada	1916935; 8/27/2018	
HENRY	Canada	1916937; 8/27/2018	
<i>Henry</i>	Canada	1916936; 8/27/2018	