

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631274

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dentsply Sirona Inc.		01/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Antonino G. Secchi DMD		
Street Address:	229 W. Lancaster Ave.		
Internal Address:	2nd Floor		
City:	Devon		
State/Country:	PENNSYLVANIA		
Postal Code:	19333-1589		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4310490	CCO	
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:	4103328784		
Email:	sherry.flax@saul.com		
Correspondent Name:	Sherry Flax		
Address Line 1:	500 E. Pratt St.		
Address Line 2:	Suite 900		
Address Line 4:	Baltimore, MARYLAND 21202		
ATTORNEY DOCKET NUMBER:	381271.00001		
NAME OF SUBMITTER:	Sherry Flax		
SIGNATURE:	/sherry flax/		
DATE SIGNED:	03/11/2021		
Total Attachments: 3			
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ASSIGNMENT AND BILL OF SALE

This Assignment and Bill of Sale ("Assignment") is made effective as of January 1st, 2021, is made by Dentsply Sirona Inc., a Delaware corporation (the "Seller") to and for the benefit of Antonino G. Secchi, DMD, MS ("Buyer").

Background

Seller, which is a supplier of dental products and services, is the owner of the Brand (as that term is defined in this Assignment). Buyer, who is an orthodontist with worldwide reputation, was instrumental in developing the Brand. Seller has decided to exit from the business of supplying products and services under the Brand and to cease using the Brand, and has offered to sell and transfer the Brand to Buyer under the terms and conditions set forth in this Assignment.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Sale of Brand. Seller hereby sells, assigns, transfers, conveys, and delivers to Buyer, and Buyer hereby purchases and acquires the Brand from Seller, all in accordance with and subject to the terms of this Assignment.

2. Definitions. As used herein, the following terms have the following meanings:

(a) "Brand" means the Marks and the Related Intellectual Property.

(b) "Marks" means the names "Complete Clinical Orthodontics," "CCO," "CCO System," and "CCO Rx," used by Seller throughout the world in connection with the sale of orthodontic products and services; (ii) all derivatives of those names; (iii) all rights in, arising out of, or associated with those names and derivatives thereof in any jurisdiction throughout the world; (iv) all trademarks, trade names, copyrights, service marks, certification marks, logos, trade dress, and other similar indicia of source or origin, and all registrations, applications for registration, and renewals of, those names and derivatives thereof; and (ii) all goodwill associated with, related to, or arising out of those names and derivatives thereof. A list of all registrations of the Marks is attached to this Assignment as Attachment A.

(c) "Related Intellectual Property" means the following property of Seller, to the extent exclusively used in connection with or related to the Marks: (i) the Complete Clinical Orthodontics Facebook page and account, all content and data thereon or related thereto, and all rights and privileges in connection therewith; and (ii) any and all educational materials and course materials related to the Brand, including, without limitation, any copyrights.

3. Purchase Price. The purchase price for the Brand is the sum of One Hundred Dollars (\$100.00), which sum is being paid by Buyer to Seller contemporaneously with the execution of this Assignment.

4. Transition Period. Seller shall have a period of six months after the date hereof to remove the Marks and references thereto from Seller's marketing materials and website, provided that Seller commences in good faith to remove the Marks and references thereto upon the execution and delivery of this Assignment and thereafter diligently pursues that removal. Seller shall use reasonable

commercial efforts to notify Buyer of and refer to Buyer any inquiries that Seller receives concerning the Brand or the products sold under the Marks.

5. Release of Claims by Parties. Buyer hereby releases Seller from all claims, demands, actions, suits, and proceedings with respect to all matters arising or occurring up to the execution and delivery of this Assignment, provided, however, that nothing herein shall be deemed to release Seller from any obligations under this Assignment. Seller hereby releases Buyer from all claims, demands, actions, suits, and proceedings with respect to all matters arising or occurring up to the execution and delivery of this Assignment.

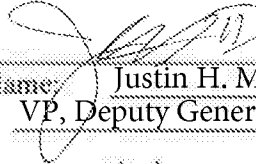
6. Assignment of All Rights. This Assignment is an assignment of all of Seller's right, title and interest in the Brand. Seller represents and warrants that it is not aware of any adverse claims to the Brand or that anyone else has any interest in the Brand or any element thereof.

7. Further Assurances. Seller shall execute and deliver any and all further assurances that Buyer reasonably deems necessary in order to effect the transfer of the Brand to Buyer including, without limitation, bills of sale, assignments, conveyances, and other documents and instruments necessary to establish Buyer's rights and privileges with respect to the Brand.

8. Miscellaneous. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware other than conflict of laws principles thereof directing the application of any law other than that of Delaware. Courts within the State of Delaware will have jurisdiction over all disputes between the parties hereto arising out of or relating to this Assignment and any agreements, instruments and documents contemplated hereby. The section headings have been included for convenience only, are not part of this Assignment, and shall not be taken as an interpretation of any provision thereof. This Assignment may be amended, waived, changed, modified or discharged only by a writing signed by the parties. This Assignment shall be binding upon and shall inure to the benefit of the parties, their successors, assigns, heirs, personal representatives and other legal representatives. The Background is a part of this Assignment. No failure to enforce any provision contained in this Assignment shall be a waiver of a party's right to enforce this Assignment or the provisions thereof in the future. This Assignment may be executed in counterparts that, when taken together, shall be deemed one and the same document. This Assignment may be executed and delivered by signing a copy of this Assignment and delivering a copy of the signed document electronically in Portable Document Format or by facsimile.

Witness the parties' execution of this Assignment, intending it to be a document under seal, effective as the date set forth above.

DENTSPLY SIRONA, INC.

By:  (Seal)
Print Name: Justin H. McCarthy II
Title: VP, Deputy General Counsel & Asst. Sec'y

 (Seal)
Antonino G. Secchi, DMD, MS

**ATTACHMENT A TO ASSIGNMENT AND BILL OF SALE
Trademarks**

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>App. No.</u>	<u>Reg. No.</u>	<u>App. Date</u>	<u>Registration Date</u>
CCO	United States of America	Registered	85/571,755	4310490	Mar 16, 2012	Mar 26, 2013
CCO	Canada	Registered	1,569,469	892478	Mar 19, 2012	Nov 17, 2014
CCO	European Union	Registered	10754761	10754761	Mar 23, 2012	Mar 7, 2013
CCO	Russian Federation	Registered		744187		Jan 28, 2020

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