

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Affiliated Dental Specialists, LTD.		05/10/2021	Professional Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Professional Dental Alliance of Illinois, PLLC		
Street Address:	11 South Mill Street, Suite 200		
Internal Address:	c/o North American Dental Management, LLC		
City:	New Castle		
State/Country:	PENNSYLVANIA		
Postal Code:	16101		
Entity Type:	Professional Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2736688	AFFILIATED DENTAL SPECIALISTS, LTD	
CORRESPONDENCE DATA			
Fax Number:	6178781345		
<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:	6175735850		
Email:	elizabeth.burkhard@hklaw.com		
Correspondent Name:	Elizabeth Burkhard/Holland & Knight LLP		
Address Line 1:	10 St. James Avenue, 11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	169126.00010		
NAME OF SUBMITTER:	Elizabeth Burkhard		
SIGNATURE:	/Elizabeth Burkhard/		
DATE SIGNED:	05/10/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment") is made and entered into as of May 10, 2021, by and between Professional Dental Alliance of Illinois, PLLC, an Illinois professional limited liability company ("PDA"), and Affiliated Dental Specialists, LTD., an Illinois corporation ("ADS").

RECITALS

A. PDA and ADS are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among PDA, North American Dental Management, LLC, an Ohio limited liability company, and Seller's Owners (as defined in the Purchase Agreement). Capitalized terms used but not defined herein shall have the meaning ascribed such terms in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Seller has agreed to sell to NADM and PDA, and NADM and PDA have agreed to purchase from Seller, certain Purchased Intellectual Property, including the trademark identified on Schedule A attached hereto, on the conditions and subject to the terms set forth in the Purchase Agreement, for consideration in the amount and on the terms and conditions provided therein.

C. The parties now desire to consummate the transfers as provided in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, pursuant to the terms of the Purchase Agreement and in consideration of the foregoing recitals and of the mutual agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the parties hereto agree as follows:

1. Assignment.

1.1 At the Closing and for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, ADS hereby sells, conveys, assigns, transfers and delivers to PDA, all of ADS' right, title and interest in and to the trademark identified on Schedule A attached hereto, including all goodwill of the business associated therewith (the "Mark").

1.2 The Mark is hereby transferred to PDA.

2. Warranty. ADS warrants that it has and, upon delivery hereof, PDA shall have, good and marketable title in and to, the Mark free and clear of all Encumbrances.

3. Cooperation. ADS agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably required by PDA to effect more fully the transactions contemplated by this Assignment, including without limitation any actions or documents required by the United States Patent and Trademark Office.

4. Appointment as Attorney-In-Fact. ADS hereby irrevocably constitutes and appoints PDA, its successors and assigns, its true and lawful attorney and attorneys, with full power of substitution, in its name and stead, but on behalf and for the benefit of PDA, its successors and assigns, to demand and receive any and all of the Mark, and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to prosecute in its name, or otherwise, for the benefit of PDA, its successors and assigns, any and all proceedings at law, in equity or otherwise, which PDA, its successors and assigns, may deem proper, convenient or necessary for the collection or reduction to possession of any of the business,

properties or assets comprising the Mark or for the collection and enforcement of any claim or right of any kind sold, conveyed, transferred and assigned to PDA by ADS pursuant to the Purchase Agreement, and to take all such other actions with respect to the Mark as PDA and its successors and assigns shall deem to be proper, necessary, convenient or desirable in order to carry out the intent of the Purchase Agreement.

5. Other Instruments. It is understood that ADS, contemporaneously with the execution and delivery of this Assignment, is further delivering to PDA certain other assignments and instruments of transfer which, in particular, cover certain of the interests and assets hereinabove assigned, the purpose of which is to supplement, facilitate and otherwise implement the transfers intended.

6. Successors and Assigns. This instrument and the covenants and agreements herein contained shall inure to the benefit of and shall bind the respective parties hereto and their respective successors and assigns.

7. Governing Law. Section 11.5 of the Purchase Agreement shall apply to this Assignment, mutatis mutandis.

8. Purchase Agreement Controls. In the event of any conflict or inconsistency between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail.

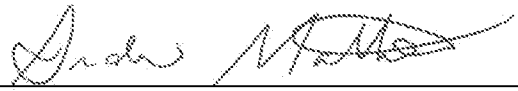
9. Execution; Amendment. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile or other electronically scanned signatures shall be deemed originals for all purposes of this Assignment. This Assignment may be amended only by an instrument in writing executed by all the parties, which writing must refer to this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties' duly authorized officers have executed this Assignment as of the day and year first hereinabove written.

PDA:

PROFESSIONAL DENTAL ALLIANCE OF ILLINOIS, PLLC

By: _____

Name: Dr. Andrew Matta

Title: Manager

ADS:

AFFILIATED DENTAL SPECIALISTS, LTD.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties' duly authorized officers have executed this Assignment as of the day and year first hereinabove written.

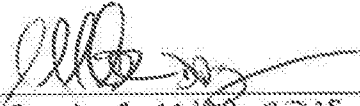
FDA:

PROFESSIONAL DENTAL ALLIANCE OF
ILLINOIS, PLLC

By: _____
Name: Dr. Andrew Matta
Title: Manager

ADS:


AFFILIATED DENTAL SPECIALISTS, LTD.

By:  _____
Name: DAVID S. MADDY D.D.S.
Title: PRESIDENT

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 007287 FRAME: 0587

Schedule A
Mark

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Number</u>
 <p>Affiliated Dental Specialists, LTD.</p>	78117842	2736688