

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679585

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900643764		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Megan and Matthew Lineberger DDS MS PA		09/15/2021	Professional Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Smile Doctors LLC		
Street Address:	285 SE Inner Loop, Suite 110		
City:	Georgetown		
State/Country:	TEXAS		
Postal Code:	78626		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5044262	STATS FOR SMILES	
Registration Number:	5044263	L LINEBERGER ORTHODONTICS	
Registration Number:	5044264	SMILE ON	
Registration Number:	5044265	#SMILEYOURFACEOFF	
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:	shiers@mcguirewoods.com		
Correspondent Name:	Christel E. Harlacher		
Address Line 1:	800 E. Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	2071073-0156		
NAME OF SUBMITTER:	Christel E. Harlacher		
SIGNATURE:	/Christel E. Harlacher/		
DATE SIGNED:	10/07/2021		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment"), dated as of September 15, 2021 ("Effective Date"), is entered into by and between Megan and Matthew Lineberger DDS MS PA, a North Carolina professional corporation ("Assignor") and Smile Doctors LLC, a Delaware limited liability company ("Assignee"). The Assignor and the Assignee are each referred to individually as a "Party" and collectively as the "Parties." Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated September 15, 2021, by and among Assignor, Assignee, and the other parties set forth therein (the "Purchase Agreement");

WHEREAS, the Assignor is the exclusive owner of all right, title and interest in and to the trademark registrations set forth on Schedule A (the "Assigned IP"); and

WHEREAS, in connection to the transactions described in the Purchase Agreement, Assignor has agreed to sell, assign, convey, transfer and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of each such Assignor's rights, title and interests in and to the Assigned IP.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to the Assigned IP, free and clear of all Liens, including, without limitation, any and all intellectual property rights therein and with all of the goodwill associated therewith.

2. Assignor hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to vest in Assignee good and indefeasible title to the Assigned IP, to otherwise establish the record of Assignee's title thereto, or to more effectively consummate the assignments contemplated hereby, and (b) assist Assignee, at Assignee's request (and at Assignee's costs), in exercising any rights with respect thereto.

(a) Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States ("USPTO") and all applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the Assigned IP to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

3. This Assignment is made subject to the terms of the Purchase Agreement, which terms are incorporated herein by this reference, and each Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of this Assignment shall prevail. If any provision of this Assignment, or the application of such provision to any person or circumstance, shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

4. This Assignment may be executed in two or more counterparts and may be delivered by facsimile, .pdf or other electronic submission, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to rules governing the conflict of laws.

6. This Assignment shall be binding upon and inure to the benefit of Assignee and each Assignor and their respective successors and permitted assigns under the Purchase Agreement. This Assignment may not otherwise be assigned by any party hereto without the prior written consent of the other party hereto except as and to the extent the Purchase Agreement may be assigned in accordance with its terms. Further, nothing set forth herein shall be deemed to constitute any person or entity as a third party beneficiary of this Assignment.

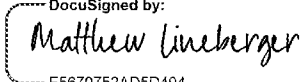
7. This Assignment may not be amended or modified except by an instrument in writing signed by Assignee and Assignor.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Assignment to be executed by their respective duly authorized officers as of the Effective Date.

ASSIGNOR:

**MEGAN AND MATTHEW LINEBERGER
DDS MS PA**

By: 
Name: Matthew Lineberger, D.D.S., M.S.
Title: President

ASSIGNEE:

SMILE DOCTORS LLC

By: 
Name: John Dolen Hedrick III
Title: CEO and Manager

Schedule A
Assigned IP

U.S. Federal Trademarks

Trademark	Application No.	Application Date	Registration No.	Registration Date
STATS FOR SMILES	86852685	12/17/15	5044262	9/20/16
L LINEBERGER ORTHODONTICS	86852689	12/17/15	5044263	9/20/16
SMILE ON	86852692	12/17/15	5044264	9/20/16
#SMILEYOURFACEOFF	86853073	12/17/15	5044265	9/20/16