

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM683577

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Caballero DDS, Roundrock, PC		04/28/2016	Corporation:
Caballero DDS, Cedar Park PC		04/28/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deca Dental Management, LLC		
<b>Street Address:</b>	12770 Merit Drive		
<b>Internal Address:</b>	Suite 850		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75251		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3952719	BRUSH 32	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	anikolopoulos@foxrothschild.com		
<b>Correspondent Name:</b>	Andy Nikolopoulos		
<b>Address Line 1:</b>	2501 N. Harwood St.		
<b>Address Line 2:</b>	Suite 1800		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>NAME OF SUBMITTER:</b>	Andy Nikolopoulos		
<b>SIGNATURE:</b>	/Andy Nikolopoulos/		
<b>DATE SIGNED:</b>	10/26/2021		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), effective as of April 28, 2016, is entered into by and between Caballero DDS, Cedar Park, PC, a Texas professional corporation (“**Cedar Park**”), Caballero DDS, Round Rock, PC, a Texas professional corporation (“**Round Rock**” and together with Cedar Park, collectively the “**Seller**” and each an “**Assignor**”), Deca Dental Management, LLC, a Texas limited liability company (“**Deca**”), and Mike Avera (“pursuant to Section 5.3(i) of the Asset Purchase Agreement dated April 28, 2016, by and between Seller, Deca, Ideal Dental Brush Round Rock, PLLC, a Texas professional limited liability company, Ideal Dental Brush Cedar Park, PLLC, a Texas professional limited liability company, and the Shareholder (the “**Purchase Agreement**”).

All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the parties as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Seller, jointly and severally, hereby assigns and transfers exclusively to Deca all rights, title and interest of Seller throughout the world and in perpetuity, including all statutory and common law rights, in and to the Business Intellectual Property, together with all goodwill symbolized thereby and/or associated therewith, and the right to sue or make claims for any past, present or future infringement, misappropriation or unauthorized use thereof and the right to all income, royalties, damages and other payments that are now or may hereafter become due or payable with respect thereto, including, without limitation, damages for any past, present or future infringement, misappropriation or unauthorized use of the Business Intellectual Property; all of such rights, title and interest to be held and enjoyed by Deca and its successors and assigns to the same extent that such would have been held and enjoyed by Seller had this Assignment not been made. For the avoidance of doubt, the Business Intellectual Property shall specifically include, without limitation, all of the assets specified in Exhibit A attached hereto and shall specifically exclude, without limitation, all of the assets specified in Exhibit B.

2. Further Assurance. Seller agrees to execute, deliver and file (or cause to be executed, delivered and filed) such further documentation and take such further action as may be reasonably requested by Deca in order to fully effectuate the above assignment of rights with respect to the Business Intellectual Property.

3. Entire Agreement. This Assignment, together with the Purchase Agreement, constitute the entire agreement and supersede all prior agreements and understandings, written and oral, between the parties hereto with respect to the subject matter hereof.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the federal laws of the United States (where applicable) and the laws of the State of Texas (without giving effect to the conflict of laws provisions thereof).

5. CONSENT TO JURISDICTION; SERVICE OF PROCESS. THE SELLER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS IN CONNECTION WITH ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND HEREBY IRREVOCABLY AGREES NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE, OR OTHERWISE IN ANY SUCH SUIT, ACTION OR PROCEEDING THAT THE SUIT, ACTION OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM, THAT THE VENUE OF THE SUIT, ACTION OR PROCEEDING IS IMPROPER OR THAT THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF MAY NOT BE ENFORCED BY SUCH COURTS.


6. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS ASSIGNMENT OR ANY SCHEDULE, APPENDIX, OR EXHIBIT HERETO, OR ANY COURSE OF CONDUCT, COURSE OF DEALING OR STATEMENTS (WHETHER VERBAL OR WRITTEN) RELATING TO THE FOREGOING. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES HERETO TO ENTER INTO THIS ASSIGNMENT.

7. Counterparts. This Agreement may be executed in multiple counterparts (including by means of telecopied or PDF signature pages), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterpart signatures need not be on the same page and shall be deemed effective upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date and year first above written.

**SELLER:**

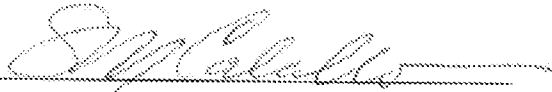
**CABALLERO DDS, CEDAR PARK, PC**

By: 

Name: Stella Caballero, DDS

Title: President

**CABALLERO DDS, ROUND ROCK, PC**

By: 

Name: Stella Caballero, DDS

Title: President

**DECA:**

**DECA DENTAL MANAGEMENT, LLC**

By: \_\_\_\_\_

Name: Sulman Ahmed, DMD

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date and year first above written.

**SELLER:**

**CABALLERO DDS, CEDAR PARK, PC**

By: \_\_\_\_\_

Name: Stella Caballero, DDS

Title: President

**CABALLERO DDS, ROUND ROCK, PC**

By: \_\_\_\_\_

Name: Stella Caballero, DDS

Title: President

**DECA:**

**DECA DENTAL MANAGEMENT, LLC**

By: \_\_\_\_\_

Name: Sulman Ahmed, DMD

Title: Chief Executive Officer

{Signature Page to Intellectual Property Assignment}

**TRADEMARK**  
**REEL: 007471 FRAME: 0944**



Mike Avera

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