

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM687202

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	11/08/2021		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Comprehensive Finance, Inc.		11/09/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Same Day Smiles, LLC		
<b>Street Address:</b>	2810 French Kingston Court		
<b>City:</b>	Granbury		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76049		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88672058	SAME DAY SMILE CENTERS	
<b>Serial Number:</b>	88891697	THE GAME OF DENTISTRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3032924510		
<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>Phone:</b>	303.292.2900		
<b>Email:</b>	charles.luce@moyewhite.com		
<b>Correspondent Name:</b>	Charles F. Luce, Jr.		
<b>Address Line 1:</b>	1400 16th Street		
<b>Address Line 2:</b>	16 Market Square, 6th Floor		
<b>Address Line 4:</b>	Denver, COLORADO 80202-1486		
<b>ATTORNEY DOCKET NUMBER:</b>	17922-00001		
<b>NAME OF SUBMITTER:</b>	Charles F. Luce, Jr.		
<b>SIGNATURE:</b>	/Charles F. Luce, Jr./		
<b>DATE SIGNED:</b>	11/10/2021		
<b>Total Attachments: 4</b>			
source=2021-11-08 Agreement and Assignment (executed)#page1.tif			
source=2021-11-08 Agreement and Assignment (executed)#page2.tif			

CH \$65.00 88672058

source=2021-11-08 Agreement and Assignment (executed)#page3.tif  
source=2021-11-08 Agreement and Assignment (executed)#page4.tif

## AGREEMENT AND ASSIGNMENT

THIS AGREEMENT, effective as of November 8, 2021 (the “Effective Date”), is between Comprehensive Finance, Inc., a Delaware corporation (“CFI”), and Same Day Smiles, LLC, a Texas limited liability company (“SDS”).

### RECITALS

CFI is a financial technology company which provides payment solutions for healthcare providers, including dentists;

As part of its ongoing business, CFI has developed certain business concepts, plans, and related intellectual property to be used by licensed dentists to provide dental and dental-related services as authorized licensees of CFI.

In furtherance of providing such services CFI has applied for certain U.S. trademarks and entered into discussions with SDS to offer these services under such trademarks as its licensee;

CFI has recently been acquired by a third-party that does not wish to continue the dental services described herein. Accordingly, CFI wishes to assign, and SDS wishes to receive an assignment of, all of CFI’s ongoing and existing business related to such services.

### AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals, which are material and expressly made part of this Agreement, the following covenants, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### Section 1: Definitions

1.1 “**Services**” means the ongoing business of CFI consisting of certain business concepts, plans, and related intellectual property for providing dental and dental-related services developed by CFI, specifically, restorative and cosmetic procedures, oral surgery, and dental implant services, as well as related marketing and news and information services in the field of dentistry, all existing on the Effective Date.

1.2 “**Intellectual Property Rights**” means all trademarks, patents, copyrights, and all other intellectual property rights of any kind relating to the Services existing on the Effective Date.

1.3 “**Trademarks**” means “Same Day Smile Centers” and “The Game of Dentistry,” together with the good will associated therewith.

1.4 “**Applications**” means those United States trademark applications designated in **Exhibit A**, incorporated herein by this reference.

Section 2: Assignment

2.1 CFI hereby assigns, effective as of the Effective Date, all its right, title, and interest in and to the Services, Intellectual Property Rights, Trademarks, and Applications (collectively, the “Transferred Property”) to SDS, as a successor to the ongoing and existing business of CFI to which the Trademarks pertain, together with all goodwill associated therewith.

Section 3: Representations, Warranties, and Covenants

3.1 CFI hereby represents and warrants that there has been no prior transfer, voluntary or involuntary, of any interest in any of the Transferred Property, and that pursuant to this Agreement CFI retains no right whatsoever in any of the Transferred Property. In all other respects, the Transferred Property is conveyed “AS IS”, without any representation or warranty as to the validity or exclusivity of CFI’s rights in the Transferred Property.

3.2 Upon reasonable request and at the expense of SDS, CFI agrees to take all actions and cooperate as is necessary, and to execute any documents that might be necessary to perfect SDS’s ownership of all rights in the Transferred Property, including without limitation all trademark, patent, and copyrights in the Transferred Property. CFI irrevocably appoints SDS to act as its agent and attorney-in-fact to perform all acts necessary to secure and perfect trademark, patent, copyright, or other rights in the Transferred Property worldwide if CFI (i) refuses to perform those acts or (ii) is unavailable, within the meaning of the United States or any foreign jurisdiction’s or licensing organization’s trademark, patent and copyright laws or rules.

Section 4: Miscellaneous

4.1 This Agreement is a product of the negotiation of the parties hereto, and shall not be construed in favor of, or against, a particular party hereto on the basis of authorship.

4.2 The headings in this Agreement are for reference only and shall not affect the construction of the Agreement.

4.3 Each party hereby represents and warrants to the other party that this Agreement has been duly authorized, executed, and delivered in furtherance of its business purposes and is a binding obligation of such party.

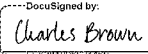
4.4 This Agreement is made under, and shall be interpreted and enforced in accordance with, the laws of the State of Texas, without giving effect to those principles of conflict of laws which might otherwise require the application of the laws of another jurisdiction. This Agreement constitutes the entire agreement of the parties and the provisions hereof shall supersede any and all prior agreements or understandings relating to the same subject matter.

4.5 This Agreement may be amended only by a writing signed by a duly authorized representative of both parties.

4.6 This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**AGREED:**

**COMPREHENSIVE FINANCE, INC.**

By: DocuSigned by:  
  
FEC2810UR024409

Its: Charles Brown COO

Date: 11/9/2021

**SAME DAY SMILES, LLC**

By: DocuSigned by:  
  
62EC1BA79A754FB

Its: Bruce Baird CEO

Date: 11/9/2021

**EXHIBIT A**

<b>Mark</b>	<b>U.S. Serial No.</b>	<b>Filed</b>
SAME DAY SMILE CENTERS	88672058	10/29/2019
THE GAME OF DENTISTRY	88891697	04/28/2020