TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM708221

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Five Points Capital, Inc.		12/20/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Flagship Oral Surgery Partners, LLC	
Street Address:	101 N. Cherry Street	
Internal Address:	Suite 700	
City:	Winston-Salem	
State/Country:	NORTH CAROLINA	
Postal Code:	27101	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	97038861	FLAGSHIP SPECIALTY PARTNERS
Serial Number:	97038867	FLAGSHIP SPECIALTY PARTNERS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2024152535
Email: tm@dykema.com

Correspondent Name: Eric T. Fingerhut
Address Line 1: 1301 K Street, N.W.
Address Line 2: Suite 1100 West

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	121243.0004
NAME OF SUBMITTER:	Eric T. Fingerhut
SIGNATURE:	/eric t. fingerhut/
DATE SIGNED:	02/14/2022

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "<u>Agreement</u>") is made as of December 20, 2021, by and between Five Points Capital, Inc., a Delaware corporation ("<u>Assignor</u>") and Flagship Oral Surgery Partners, LLC, a Delaware limited liability company ("<u>Assignee</u>"). Assignor and Assignee are collectively referred to herein as the "Parties" and each individually as a "Party".

WHEREAS, Assignor adopted the service marks listed on Schedule A hereto for "business management and administrative services, namely, professional staffing and recruiting services; human resources management, procurement in the nature of purchasing equipment, office supplies, business administration consultancy, payroll processing, accounts receivables billing, and marketing" and is the record owner of the United States Trademark Applications to register said marks listed on Schedule A hereto ("Marks"); and

WHEREAS, in connection with the transactions contemplated by that certain Securities Purchase Agreement, dated as of December 20, 2021, by and among an affiliate of Assignor, Assignee and the other parties named therein (the "Purchase Agreement"), Assignor has agreed to assign the Marks to Assignee; and

WHEREAS, Assignor desires to assign Assignor's entire right, title and interest in, to and under the Marks, any and all registrations and applications for registration thereof, to the Assignee pursuant to the terms of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignor does hereby assign, transfer and set over unto Assignee, its successors, legal representatives and assigns, the Assignor's entire right, title and interest in, to and under each Mark, the goodwill symbolized thereby, the business associated therewith, which business is ongoing and existing, the United States Trademark Applications for registration thereof, and all rights derived from or associated with use of each Mark by Assignor, including the right to sue for and receive all damages accruing from past, present, and future infringement of said Marks.
- 2. Assignor hereby covenants, warrants, and represents that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith.
- 3. At the reasonable request of Assignee and at Assignee's expense, Assignor will execute and deliver and will cause to be executed and delivered such instruments of transfer, conveyance, assignment, and confirmation, and will take such actions as Assignee may reasonably deem necessary, to effectively transfer, contribute, assign, and deliver to Assignee all of Assignor's rights, title, and interests in and to the Marks.
- 4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the conflict of laws rules thereof.
- 5. This Agreement may be executed in any number of counterparts (and by fax or pdf email), each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

[Signature Pages Follow]

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TRADEMARK
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in multiple originals by their duly authorized officers, all as of the day and year first above written.

ASSIGNOR:

Five Points Capital, Inc., a North Carolina corporation

Title: Authorized Signatory

ASSIGNEE:

Flagship Oral Surgery Partners, LLC, a Delaware limited liability company

Title: President

Schedule A

Marks

Mark	Status	Services
FLAGSHIP SPECIALTY PARTNERS SN: 97038861	Pending Application, September 25, 2021 Office Status: New Application - Record Initialized Not Assigned to Examiner Filed: September 22, 2021 Register Type: Principal Register	Int'l Class: 35 (Int'l Class: 35) Business management and administrative services, namely, professional staffing and recruiting services; human resources management, procurement in the nature of purchasing equipment, office supplies, business administration consultancy, payroll processing, accounts receivables billing, and marketing
FLAGSHIP SPECIALTY PARTNERS and Design **LAGSHIP SN: 97038867	Pending Application, September 25, 2021 Office Status: New Application - Record Initialized Not Assigned to Examiner Filed: September 22, 2021 Register Type: Principal Register	Int'l Class: 35 (Int'l Class: 35) Business management and administrative services, namely, professional staffing and recruiting services; human resources management, procurement in the nature of purchasing equipment, office supplies, business administration consultancy, payroll processing, accounts receivables billing, and marketing

RECORDED: 02/14/2022

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