

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM714968

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900676871		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Oconee Orthodontics, P.C.		01/14/2022	Professional Corporation: GEORGIA
James E Paschal, D.M.D.		01/14/2022	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dr. Dana E. Fender, D.M.D., P.C.		
<b>Street Address:</b>	114 Petersen Avenue, N., Suite 305		
<b>City:</b>	Douglas		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	31533-3709		
<b>Entity Type:</b>	Professional Corporation: GEORGIA		
<b>Name:</b>	Smile Doctors LLC		
<b>Street Address:</b>	285 SE Inner Loop, Suite 110		
<b>City:</b>	Georgetown		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78626		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4183009	LIVE LOVE SMILE	
<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>	shiers@mcquirewoods.com		
<b>Correspondent Name:</b>	Robin C. Vance		
<b>Address Line 1:</b>	800 E. Canal Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>ATTORNEY DOCKET NUMBER:</b>	2071073-0220		

<b>NAME OF SUBMITTER:</b>	Robin C. Vance
<b>SIGNATURE:</b>	/Robin C. Vance/
<b>DATE SIGNED:</b>	03/17/2022
<b>Total Attachments: 5</b> source=First Intellectual Property Assignment (SD_Oconee Orthodontics)#page1.tif source=First Intellectual Property Assignment (SD_Oconee Orthodontics)#page2.tif source=First Intellectual Property Assignment (SD_Oconee Orthodontics)#page3.tif source=First Intellectual Property Assignment (SD_Oconee Orthodontics)#page4.tif source=First Intellectual Property Assignment (SD_Oconee Orthodontics)#page5.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated as of January 14, 2022, is made by and among, on the one hand, Oconee Orthodontics, P.C., a Georgia professional corporation ("Assignor PC"), and James E. Paschal, D.M.D. (the "Owner" and collectively with Assignor PC, the "Assignors"), and, on the other hand, Dr. Dana E. Fender, D.M.D., P.C., a Georgia professional corporation ("PC Assignee"), Smile Doctors LLC, a Delaware limited liability company ("MSO Assignee" and collectively with PC Assignee, the "Assignees").

WHEREAS, pursuant to that certain Asset Purchase & Contribution Agreement entered into among the parties effective January 14, 2022 (the "Purchase Agreement"), the parties agreed to execute and deliver this Assignment to evidence each Assignor's conveyance, transfer and assignment to Assignee of the intellectual property rights of Assignor thereunder for recording with the United States Patent and Trademark Office and all other intellectual property offices worldwide. Defined terms not defined in this Assignment have the meaning assigned to them in the Purchase Agreement.

NOW THEREFORE, the parties hereby agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in and to Assignor's all Intellectual Property Assets, including without limitation those items set forth on Schedule 1 attached hereto, and all issuances, extensions and renewals of any of the foregoing, in each case whether arising under the laws of the United States, any other country, or any treaty regime, together with the goodwill of the Dental Practice connected with the use of, and symbolized thereby (collectively, the "Assigned IP"). The preceding assignment further includes the right to any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned IP as well as any and all claims and causes of action against third parties arising from or with respect to any of the Assigned IP, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Each Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities worldwide to record and register this Assignment upon request by Assignee. Following the date hereof, each Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to

Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto as contemplated by the Purchase Agreement and this Assignment.

3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[signatures contained on following page]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR PC:

**OCONEE ORTHODONTICS, P.C.**

DocuSigned by:  
By: James E. Paschal, Jr., D.M.D.  
CF12116C5CAF41C...  
Name: James E. Paschal, D.M.D.  
Title: President

OWNER:

DocuSigned by:  
James E. Paschal, Jr., D.M.D.  
CF12116C5CAF41C...  
James E. Paschal, D.M.D.

PC ASSIGNEE:

**DR. DANA E. FENDER, D.M.D., P.C.**

By: \_\_\_\_\_  
Name: Dana E. Fender, D.M.D.  
Title: President

MSO ASSIGNEE:

**SMILE DOCTORS LLC**

By: \_\_\_\_\_  
Name: John Dolen Hedrick, III  
Title: CEO and Manager

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR PC:

**OCONEE ORTHODONTICS, P.C.**

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

Name: James E. Paschal, D.M.D.


Title: President

OWNER:

\_\_\_\_\_  
James E. Paschal, D.M.D.

PC ASSIGNEE:

**DR. DANA E. FENDER, D.M.D., P.C.**

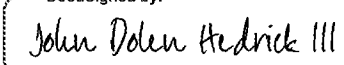
DocuSigned by:  
By:  \_\_\_\_\_

Name: Dana E. Fender, D.M.D.

Title: President

MSO ASSIGNEE:

**SMILE DOCTORS LLC**

DocuSigned by:  
By:  \_\_\_\_\_

Name: John Dolen Hedrick, III

Title: CEO and Manager

Schedule 1

Intellectual Property Assets

1. LIVE LOVE SMILE (U.S. Reg. No. 4183009)
2. PASHAL ORTHODONTICS Wordmark & Logo –



- (Common Law, date of first use approximately February 2015)
3. PASHAL REMOTE Wordmark  
(Common Law, date of first use approximately April 2021)
  4. paschalorthodontics.com
  5. Paschalortho.com
  6. livelovesmile.net