

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Labs.Dental Inc.		06/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Chromium Dental II LLC		
Street Address:	67 Peters Canyon Road		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5127720	SIGNATURE SERIES	
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>			
Phone:	6105514569		
Email:	anderson@djalawoffice.com		
Correspondent Name:	David Anderson c/o Law Office of David J		
Address Line 1:	10 W. Front Street		
Address Line 4:	Media, PENNSYLVANIA 19063		
NAME OF SUBMITTER:	David Anderson		
SIGNATURE:	/David Anderson/		
DATE SIGNED:	09/14/2022		
Total Attachments: 5			
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OP \$40.00 5127720

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”) is made and entered into as of June 16, 2022 between Labs.Dental Inc., a Delaware corporation (“Assignor”), and Chromium Dental II LLC, a Delaware limited liability company (“Assignee”). Assignor and Assignee are referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, this Assignment is being executed and delivered in connection with that certain Asset Purchase Agreement dated June 16, 2022 (“Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all right, title and interest in and to the Business Intellectual Property (as defined in the Purchase Agreement), including but not limited to the trademarks and applications and registrations therefor identified on the attached Schedule A and the goodwill of the business symbolized by the aforesaid trademarks, effective as of the Effective Date.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with the terms and conditions set forth in the Purchase Agreement, the Parties agree as follows:

1. Assignment. Assignor does hereby sell, assign, convey, transfer and deliver to Assignee, its successors and assigns all of Assignor’s right, title and interest in and to the trademarks and applications and registrations therefor listed on the attached Schedule A, together with the ongoing and existing business of Assignor to which the trademarks pertain and the goodwill associated with the trademarks and symbolized thereby, and all other rights accruing thereunder or pertaining thereto, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including all claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement or dilution of any of the trademarks and all income, royalties or payments due or payable as of the Effective Date or thereafter in respect of any of the foregoing.
2. Purchase Agreement. Notwithstanding anything in this Assignment to the contrary, nothing in this Assignment, express or implied, is intended or shall be construed to modify, expand or limit in any way the terms and conditions of the Purchase Agreement, all of which shall survive the delivery of this Assignment to the extent provided in the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms and conditions of the Purchase Agreement, the Purchase Agreement will govern.
3. Further Assurances. Assignor shall execute any further documents or instruments, and take further actions, as reasonably requested by Assignee and necessary to confirm, record or otherwise carry out the purposes or intent of this Assignment.
4. Recordation. Assignor authorizes and requests the Commissioner of the U.S. Patent and Trademark Office and any other similar Governmental Authority in countries foreign to

the United States to record Assignee as the assignee and owner of the aforesaid trademarks, and to issue any and all trademark registrations thereon to Assignee.

5. Counterparts. This Assignment may be signed in any number of counterparts, each of which will be an original, with the same effect as if the signatures were upon the same instrument. Signatures to this Assignment transmitted by electronic facsimile, electronic mail in Portable Document Format or by any other electronic means will be deemed to be the delivery of an original counterpart of this Assignment.

[Signature Page Follow]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the date first written above.

ASSIGNOR:

LABS.DENTAL INC.

By: DocuSigned by:
Randall L. Talcott
Name: Randall L. Talcott
Title: Chief Executive Officer

ASSIGNEE:

CHROMIUM DENTAL II LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed by their respective authorized officers as of the date first written above.

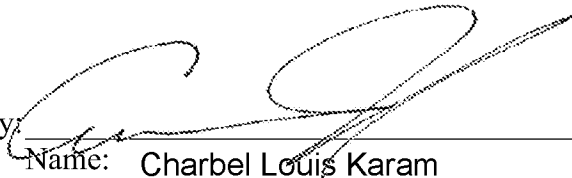
ASSIGNOR:

LABS.DENTAL INC.

By: _____
Name:
Title:

ASSIGNEE:

CHROMIUM DENTAL II LLC

By:  _____
Name: Charbel Louis Karam
Title: President & CEO

Schedule A

Trademarks

1. Da Vinci Trademark Registration Number TMA661557 (Canada).
2. Da Vinci Trademark Registration Number 005372867 (European Community).
3. Da Vinci Veneers Trademark Registration Number 3096437 (United States).
4. Da Vinci Veneers Trademark Registration Number 3014180 (United States).
5. Da Vinci Dental Studios Trademark Registration Number 2061195 (United States).
6. Da Vinci Trademark Registration Number 3751705 (United States).
7. Signature Series Trademark Registration Number 5127720 (United States).