

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760733

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dental Learning Systems LLC		08/12/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BroadcastMed, LLC		
Street Address:	195 Farmington Ave.		
City:	Farmington		
State/Country:	CONNECTICUT		
Postal Code:	06032		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4818204	CDE WORLD	
CORRESPONDENCE DATA			
Fax Number:	8169838080		
<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:	8169838000		
Email:	PTO-KC@huschblackwell.com		
Correspondent Name:	Husch Blackwell LLP		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
ATTORNEY DOCKET NUMBER:	467948-608		
NAME OF SUBMITTER:	Olivia Miller		
SIGNATURE:	/Olivia Miller/		
DATE SIGNED:	10/12/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Trademark Assignment*”) is made as of August 12, 2022, by and between Dental Learning Systems LLC, a Delaware limited liability company (the “*Assignor*”), and BroadcastMed, LLC, a Delaware limited liability company (the “*Assignee*”).

WITNESSETH:

WHEREAS, the Assignor owns the trademark listed on Schedule A attached hereto (the “*Trademark*”) that is registered with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), by and among the Assignor, Aegis Publications, LLC, a Pennsylvania limited liability company, the Assignee and certain other parties thereto, the Assignor has agreed to convey and transfer certain Intellectual Property Rights, including, without limitation, the Trademark, to the Assignee; and

WHEREAS, the Assignee desires to acquire all rights, title and interests in, to and under the Trademark and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor:

1. All capitalized words and terms used in this Trademark Assignment and not otherwise defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. The Assignor hereby sells, assigns, and conveys to the Assignee, its successors and assigns, all rights, title and interests throughout the world in and to the Trademark and the registration and application for registration, together with the goodwill of the Business connected with and symbolized by the Trademark and all rights and powers arising or accrued therefrom. The Assignor further sells, assigns and transfers to the Assignee any income, royalties, damages, or payment due or payable as of the date hereof or hereafter with respect to the Trademark, including, without limitation, any claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademark, with the right to sue for, and collect the same for the Assignee’s own use and enjoyment, and for the use and enjoyment of its successors and assigns.

3. The Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by the Assignee. Following the date hereof, upon the Assignee’s reasonable request, and at the Assignee’s sole cost and expense, the Assignor shall take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Trademark to the Assignee, or any assignee or successor thereto.

4. This Trademark Assignment is subject to all the terms and conditions of the Purchase Agreement and is intended only to assist with consummation of the transactions contemplated thereby with respect to the Trademark. No provision of this Trademark Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement, and this Trademark Assignment shall not create any additional obligation or liability for the Assignor or the Assignee beyond those already specified in or contemplated by the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

5. This Trademark Assignment may be executed in multiple counterparts, each of which may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes and shall be deemed an original and all of which shall be deemed, collectively, as one agreement.

6. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused their duly authorized officers to execute this Trademark Assignment on the day and year first above written.


ASSIGNOR:

DENTAL LEARNING SYSTEMS LLC

By: 
Name: Karen A. Auiler
Title: Chief Executive Officer

State of PA)
County of Bucks)

Then personally appeared Karen Auiler, the CEO of the above-named Assignor and acknowledged the foregoing act to be his free act and deed, before me, this 11 of Aug, 2022.


Notary Public _____

My commission expires: 10/13/22

Commonwealth of Pennsylvania - Notary Seal
MICHAEL BERK, Notary Public
Bucks County
My Commission Expires October 13, 2022
Commission Number 1258131

ASSIGNEE:

BROADCASTMED, LLC

By: 
Name: Ross Joel
Title: Chief Executive Officer

[Signature Page to the Trademark Assignment Agreement]

TRADEMARK
REEL: 007866 FRAME: 0086

SCHEDULE A
TO
TRADEMARK MARK ASSIGNMENT

Trademark / Service mark	U.S. Registration No.	U.S. Serial No.	Date of Registration
CDE WORLD	4,818,204	85/624,513	9/22/2015