

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM798923

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900755165		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CPDO Management Company, LLC		10/15/2021	Limited Liability Company: TENNESSEE
Cumberland Pediatric Dentistry and Orthodontics, PLLC		10/15/2021	Professional Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spark DSO, LLC		
<b>Street Address:</b>	701 W. Union Blvd.		
<b>City:</b>	Bethlehem		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18018		
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5437770	CUMBERLAND	
<b>Registration Number:</b>	5451851	CUMBERLAND PEDIATRIC DENTISTRY AND ORTHO	
<b>Registration Number:</b>	5451850	CUMBERLAND PEDIATRIC DENTISTRY AND ORTHO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3175925453		
<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>	3172365882		
<b>Email:</b>	H.BANTA@ICEMILLER.COM		
<b>Correspondent Name:</b>	Holiday W. Banta, Ice Miller LLP		
<b>Address Line 1:</b>	ONE AMERICAN SQUARE, SUITE 2900		
<b>Address Line 4:</b>	Indianapolis, INDIANA 46282		
<b>ATTORNEY DOCKET NUMBER:</b>	059736.10018		
<b>NAME OF SUBMITTER:</b>	Holiday W. Banta		
<b>SIGNATURE:</b>	/Holiday W. Banta/		

**DATE SIGNED:**

03/30/2023

**Total Attachments: 9**

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900755165 03/06/2023

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM791964

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900752369

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CPDO Management Company, LLC		10/15/2021	Limited Liability Company: TENNESSEE
Cumberland Pediatric Dentistry and Orthodontics, PLLC		10/15/2021	Professional Limited Liability Company: TENNESSEE

**RECEIVING PARTY DATA**

<b>Name:</b>	Spark DSO, LLC
<b>Street Address:</b>	701 W. Union Blvd.
<b>City:</b>	Bethlehem
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	18018
<b>Entity Type:</b>	Limited Liability Company: PENNSYLVANIA

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5437770	CUMBERLAND
<b>Registration Number:</b>	5451851	CUMBERLAND PEDIATRIC DENTISTRY AND ORTHO
<b>Registration Number:</b>	5451850	CUMBERLAND PEDIATRIC DENTISTRY AND ORTHO

**CORRESPONDENCE DATA**

**Fax Number:** 3175925453

*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:** 3172365882

**Email:** H.BANTA@ICEMILLER.COM

**Correspondent Name:** Holiday W. Banta, Ice Miller LLP

**Address Line 1:** ONE AMERICAN SQUARE, SUITE 2900

**Address Line 4:** Indianapolis, INDIANA 46282

<b>ATTORNEY DOCKET NUMBER:</b>	059736.10018
<b>NAME OF SUBMITTER:</b>	Holiday W. Banta
<b>SIGNATURE:</b>	/Holiday W. Banta/

**TRADEMARK**  
**REEL: 008023 FRAME: 0488**

## TRADEMARK AND DIGITAL ASSET ASSIGNMENT AGREEMENT

This Trademark and Digital Asset Assignment Agreement (this "Assignment"), is made and entered into as of October 15, 2021 ("Effective Date"), by and between CPDO Management Company, LLC, a Tennessee limited liability company and Cumberland Pediatric Dentistry and Orthodontics, PLLC, a Tennessee professional limited liability company (collectively, the "Assignors"), and Spark DSO, LLC, a Pennsylvania limited liability company (the "Assignee"). All capitalized terms in this Assignment shall have the same meaning as set forth in the Asset Purchase Agreement, as defined below.

### RECITALS

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase and Contribution Agreement, dated as of even date herewith (the "Asset Purchase Agreement");

WHEREAS, pursuant and subject to the Asset Purchase Agreement, the Assignors have agreed to assign to Assignee all of Assignors' right, title and interest in, to and under the Company Intellectual Property Rights;

WHEREAS, the execution and delivery of this Assignment is contemplated by Section 2.5.3(b) of the Asset Purchase Agreement.

WHEREAS, Assignors desire to assign, transfer, convey and deliver to Assignee all of Assignors' right, title and interest in and to the name and trademark "Cumberland," "Cumberland Pediatric Dentistry and Orthodontics," and all other trademarks owned by Assignors, together with any derivations or combinations thereof, including the trademarks set forth on Exhibit A hereto (collectively, the "Transferred Trademarks");

WHEREAS, Assignors desire to assign, transfer, convey and deliver to Assignee, all of Assignors' right, title and interest in and to the domain names set forth on Exhibit B hereto (the "Transferred Domain Names");

WHEREAS, Assignee has agreed to accept such assignment, transfer, conveyance and delivery of Assignors' right, title and interest in and to the Transferred Trademarks and Transferred Domain Names (collectively, the "Transferred Assets"), and assume all of the duties, liabilities and obligations relating thereto;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Trademark Assignment. Assignors do hereby assign, transfer, convey and deliver to Assignee all of Assignors' right, title, and interest in, to and under the Transferred Trademarks, including, without limitation, (a) the goodwill of the business connected with and symbolized by the Transferred Trademarks, (b) the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Transferred Trademarks, (c) all rights of priority and use associated with the Transferred Trademarks, and (d) all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, 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 Assignors if this Assignment had not been made, together with the right to collect royalties, products and proceeds in connection with any of the foregoing and the right to sue for past, present or future infringement, dilution or other violation thereof and to collect and retain all

damages and profits related to the foregoing, and any priority right that may arise from any Transferred Trademarks.

2. Assignment of Domain Names. Assignors do hereby assign, transfer, convey and deliver to Assignee all of Assignors' right, title, and interest in and to the Transferred Domain Names and Assignee does hereby accept all of Assignors' right, title, and interest in and to the Transferred Domain Names. Assignors shall consent and authorize the registrars of the Transferred Domain Names (the "Registrars") to transfer the Transferred Domain Names to Assignee as registrant in place of Assignors in accordance with the regular transfer procedures of the Registrars following the Effective Date.

3. Further Assurances. Concurrent with the execution and delivery of this Assignment, Assignors shall execute and deliver all documents, instruments, conveyances, and take any further actions to effectuate the transaction contemplated under this Assignment, including such documents reasonably deemed necessary by Assignee or the Registrars to document the assignment and transfer of the Transferred Domain Names to Assignee. Assignors will cooperate in facilitating the transfer to Assignee of the Transferred Domain Names with the Registrars and will follow the rules designated by the Registrars to effect such transfer. Assignee will establish an account with the appropriate Registrars and initiate the transfer and follow the appropriate transfer procedures.

4. Recordal and Perfection. Assignee shall have the right, at Assignee's sole cost and expense, to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Transferred Trademarks.

5. Asset Purchase Agreement. While no representations or warranties are made specifically hereunder, nothing herein shall limit any representations and warranties set forth in the Asset Purchase Agreement (including any that apply to the Transferred Assets) or any other provision thereof.

6. Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 5, EACH PARTY HERETO SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

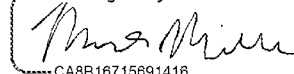
7. Governing Law. This Assignment and any dispute arising out of or relating to or in connection with this Assignment shall be governed by, and construed in accordance with, the Laws of the State of Tennessee, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. EACH PARTY ABSOLUTELY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.

8. Counterparts and Facsimile Signature. This Assignment may be executed in counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. This Assignment and any signed agreement entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by facsimile (or equivalent electronic transmission), will be treated in all manner and respects as an original contract and will be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

*[Signatures on Following Page(s)]*

**ASSIGNOR:**

**CPDO MANAGEMENT COMPANY, LLC**  
a Tennessee limited liability Company

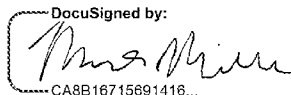
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By: Brent Miller, D.D.S.  
Title: Authorized Person

**ASSIGNOR:**

**CUMBERLAND DENTAL HOLDING COMPANY,  
PLLC** a Tennessee Professional Limited Liability  
Company

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CA8B16715691416...

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By: Brent Miller, D.D.S.  
Title: Authorized Person

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be duly executed as of the Effective Date.

**Assignee:**


**SPARK DSO, LLC**  
a Pennsylvania limited liability company

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

Name: Jason Hartman  
Title: Chief Executive Officer



**EXHIBIT A: Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No. Filing Date</b>	<b>Registration No. Registration Date</b>
CUMBERLAND	USA	87596008 05-SEP-2017	5437770 03-APR-2018
CUMBERLAND PEDIATRIC DENTISTRY AND ORTHODONTICS	USA	87595997 05-SEP-2017	5451851 24-APR-2018
CUMBERLAND PEDIATRIC DENTISTRY AND ORTHODONTICS & Design 	USA	87595992 05-SEP-2017	5451850 24-APR-2018

*[Signature Page to Trademark and Digital Asset Assignment Agreement]*

**EXHIBIT B: Domain Names**

#	Domain Name	Registrar
1	0downbraces.com	GoDaddy
2	cadassisting.com	GoDaddy
3	cookevillecavitites.com	GoDaddy
4	cookeville-kids.com	GoDaddy
5	cookevilleorthodontics.com	GoDaddy
6	coolspringsbraces.com	GoDaddy
7	coolspringskids.com	GoDaddy
8	cpdocoolsprings.com	GoDaddy
9	cpdofranklin.com	GoDaddy
10	cumberlandbraces.com	GoDaddy
11	cumberland-ortho.com	GoDaddy
12	cumberlandorthodontist.com	GoDaddy
13	cumberlandpediatricdentistry.com	GoDaddy
14	franklinkids.com	GoDaddy
15	kidsdentistcookeville.com	GoDaddy
16	kidsdentistcputnam.com	GoDaddy
17	cumberlandsmls.com	GoDaddy
18	cavitycommando.com	GoDaddy
19	cavitycommandos.com	GoDaddy
20	clarksvillechildrensdentistry.com	GoDaddy
21	cpdogroup.com	GoDaddy
22	cumberlandfamilies.com	GoDaddy
23	cpdoclarksville.com	GoDaddy
24	cpdocolumbia.com	GoDaddy
25	cpdocookeville.com	GoDaddy
26	cpdolawrenceburg.com	GoDaddy
27	cpdomurfreesboro.com	GoDaddy
28	cpdosmyrna.com	GoDaddy
29	cpdowhitehouse.com	GoDaddy