

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799976

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prairie View Orthodontics, Ltd.		12/03/2019	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Smile Doctors LLC		
Street Address:	295 SE Inner Loop		
City:	Georgetown		
State/Country:	TEXAS		
Postal Code:	78626		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5332719	PRAIRIE VIEW ORTHODONTICS, LTD	
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:	8047751846		
Email:	smartinez@mcguirewoods.com		
Correspondent Name:	Stephanie Martinez		
Address Line 1:	800 E Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Stephanie Martinez		
SIGNATURE:	/Stephanie Martinez/		
DATE SIGNED:	04/03/2023		
Total Attachments: 10			
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ASSET PURCHASE AND CONTRIBUTION AGREEMENT

This Asset Purchase and Contribution Agreement (the "*Agreement*"), is entered into and effective as of December 3, 2019 by and among [REDACTED], an Illinois professional corporation ("*PC Buyer*"), Smile Doctors LLC, a Delaware limited liability company ("*MSO Buyer*" and collectively with PC Buyer, the "*Buyers*"), Prairie View Orthodontics, Ltd., an Illinois corporation ("*Seller Corp*"), [REDACTED] ("*[REDACTED]*"), and [REDACTED] ("*[REDACTED]*"). [REDACTED] and [REDACTED] shall each be referred to herein as an "*Owner*" and, collectively, as the "*Owners*." The Owners and Seller Corp are referred to individually herein as a "*Seller*" and, collectively, herein as the "*Sellers*." PC Buyer, MSO Buyer, Seller Corp and the Owners are referred to individually herein as a "*Party*" and, collectively, herein as the "*Parties*."

WHEREAS, each Owner is licensed to practice dentistry in the State of Illinois, and the Owners collectively own all of the issued and outstanding common stock of Seller Corp;

[REDACTED]

WHEREAS, Seller Corp owns certain assets used in the operation of dental offices (collectively, the "*Dental Practice*") located at 70 S Constitution Drive # 102, Aurora, IL 60506 (the "*Aurora Premises*"), 34 N Island Avenue # A, Batavia, IL 60510 (the "*Batavia Premises*"), and 4777 IL-71, Oswego, IL 60543 (the "*Oswego Premises*");

WHEREAS, PC Buyer is engaged in the practice of dentistry and MSO Buyer is a company engaged in the business of providing facilities, equipment, administrative and business support services and other non-dental services for dental practices, including PC Buyer;

[REDACTED]

WHEREAS, Seller Corp desires to sell, assign and transfer to MSO Buyer, and MSO Buyer desires to purchase and acquire from Seller Corp, all of the Operating Assets (as defined below) of the Dental Practice, in accordance with the terms and conditions set forth in this Agreement; and

[REDACTED]

NOW, THEREFORE, in consideration of the premises and the mutual premises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows:

I. PURCHASE, SALE AND CONTRIBUTION OF ASSETS

I.1. Purchase, Sale and Contribution of Operating Assets. Subject to the terms and conditions of this Agreement and for the consideration herein stated, at the Closing (as hereinafter defined), Seller Corp and each Owner, each to the extent of their respective interests, shall sell, transfer, convey, assign and deliver to MSO Buyer, and MSO Buyer shall purchase, acquire and accept from Seller Corp and each Owner, as applicable, all of Seller Corp's and each Owner's, as applicable, assignable right, title, and interest in and to all assets of the Seller Corp and each Owner, as applicable, free and clear of any and all liens, mortgages, pledges, security interests, conditional sale agreements, defects, charges, encumbrances and other similar rights and claims of third parties ("**Liens**"), wherever located, that are related to, used in connection with or associated with the Dental Practice, in each case other than the Excluded Assets (as defined below) and the Professional Assets (collectively, the "**Operating Assets**"), including, without limitation, the following:

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) [REDACTED]

(e) [REDACTED]

(f) all intellectual property owned by Seller Corp pertaining to the Dental Practice, including trademarks, servicemarks, trade names of the Dental Practice (including but not limited to Prairie View Orthodontics), customer lists, vendor lists, databases, patents, designs, processes, studies, and/or trade secrets used in the operation of the Dental Practice;

(g) [REDACTED]

(h) [REDACTED]

(i) [REDACTED]

[REDACTED]

(i)

[REDACTED]

(k) all goodwill and going concern value of Seller Corp associated with the Dental Practice, Seller Corp and their patients, employees, contractors and agents (other than Personal Goodwill);

(l)

[REDACTED]

(m)

[REDACTED]

provided, however, that notwithstanding anything to the contrary in this Section 1.1, Seller Corp shall not sell, transfer, convey, assign or deliver to MSO Buyer, and MSO Buyer shall not purchase, acquire or accept from Seller Corp, any of Seller Corp's assets, rights or properties to the extent MSO Buyer is prohibited by any law, statute, rule, regulation, Order, ordinance, judgment, decree or requirement of any federal, state or local judicial, legislative, executive, administrative or regulatory agency or other governmental authority (or any department, agency or political subdivision thereof), including governmental third-party payors (collectively, "*Governmental Authority*"), applicable to the Parties or the operation of the Dental Practice (collectively, "*Laws*") from owning or holding such assets, rights or properties, and, in such instances, such assets, rights and properties (excluding the Excluded Assets) shall be acquired by PC Buyer pursuant to **Section 1.2**. Notwithstanding the foregoing, the transfer of the Operating Assets pursuant to this **Section 1.1** shall not include the assumption of any liability or obligation relating to the Operating Assets or the Dental Practice, unless and only to the extent that such liability or obligation is expressly included in the Assumed Liabilities.

1.2.

[REDACTED]

(a)

[REDACTED]

IN WITNESS WHEREOF, the undersigned Parties have duly executed this Asset Purchase and Contribution Agreement as of the date first above written.

PC BUYER:

[Redacted]

By: [Redacted]
Name: [Redacted]
Title: [Redacted]

Address: [Redacted]

MSO BUYER:

Smile Doctors LLC

By: DocuSigned by:
Scottie C. Hudsmith
Name: Scottie C. Hudsmith
Title: Chief Executive Officer
and Manager
Address: 295 SE Inner Loop
Georgetown, TX 78626
Attn: Scottie C. Hudsmith

SELLER CORP:

Prairie View Orthodontics, Ltd.

By: _____
Name: Jacqueline Zimmer, D.D.S., M.S.
Title: President
Address: 225 Burgess Road
Geneva, IL 60134
Attn: President

[Additional signature page follows.]

[Signature page to Asset Purchase and Contribution Agreement]

IN WITNESS WHEREOF, the undersigned Parties have duly executed this Asset Purchase and Contribution Agreement as of the date first above written.

PC BUYER:

[Redacted]

MSO BUYER:

Smile Doctors LLC

By: _____

Name: [Redacted]

Title: [Redacted]

Address: [Redacted]

By: _____

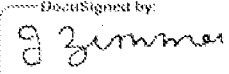
Name: Scotte C. Hudsmith

Title: Chief Executive Officer
and Manager

Address: 295 SE Inner Loop
Georgetown, TX 78626
Attn: Scotte C. Hudsmith

SELLER CORP:

Prairie View Orthodontics, Ltd.

By:  _____

Name: Jacqueline Zimmer, D.D.S., M.S.

Title: President

Address: 225 Burgess Road
Geneva, IL 60134
Attn: President

[Additional signature page follows.]

[Signature page to Asset Purchase and Contribution Agreement]

**BILL OF SALE,
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*") is made and entered into as of December 3, 2019 by and among [REDACTED] ("*PC Buyer*"), Smile Doctors LLC ("*MSO Buyer*" and, collectively with the PC Buyer, the "*Buyers*") Prairie View Orthodontics, Ltd. ("*Seller PC*"), [REDACTED] ("*Owner*"), and [REDACTED] ("*Owner*") and, collectively with [REDACTED] the "*Owners*"). Owners and Seller PC are collectively referred to herein as the "*Sellers*." Buyers and Sellers are referred to collectively herein as the "*Parties*." Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, this Agreement is executed pursuant to that certain Asset Purchase and Contribution Agreement, dated as of the date hereof (the "*Purchase Agreement*"), by and among Buyers, Seller PC, and Owners, which provides, among other things, for the sale and assignment by Seller PC to Buyers of the Purchased Assets free and clear of any and all Liens and the assumption by Buyers of the Assumed Liabilities; and

WHEREAS, subject to the terms and conditions set forth in the Purchase Agreement, Seller PC desires to sell, assign, transfer, convey and deliver to Buyers, and Buyers desire to purchase, acquire and accept from Seller PC, all right, title and interest in and to the Purchased Assets free and clear of any and all Liens.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Buyers and Seller PC do hereby agree as follows:

Section 1. Transfer of Assets. In accordance with and subject to the terms and conditions of the Purchase Agreement, Seller PC does hereby sell, convey, assign, transfer and deliver to Buyers, and Buyers do hereby purchase, acquire and accept, all of Seller PC's right, title and interest in, to and under the Purchased Assets free and clear of any and all Liens.

Section 2. Assumption of Liabilities. In accordance with and subject to the terms and conditions of the Purchase Agreement, Buyers hereby assume and agree to be responsible for the Assumed Liabilities. It is understood and agreed that Buyers do not hereby assume and will not be responsible for any other obligations, duty, debt or liability of Sellers, including without limitation any of the Excluded Liabilities.

Section 3. Miscellaneous.

(a) The transfer and assignment set forth herein is made by Seller PC without any express or implied representation or warranty of any kind, except as expressly set forth in and subject to the limitations described in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the Purchase Agreement shall govern, supersede and control this Agreement in all respects.

(b) Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the Parties to this Agreement, any rights, remedies, obligations or liabilities.

(c) This Agreement shall be binding solely upon and inure to the benefit of Buyers and Sellers, and their respective successors and permitted assigns.

(d) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts 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.

(e) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Illinois without regard to its conflict of laws rules.

(f) The recitals set forth above are incorporated herein by reference as reflecting the general understanding and intent of the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this Bill of Sale, Assignment and Assumption Agreement as of the date first written above.

BUYERS:

[Redacted]
By: [Redacted]
Name: [Redacted]
Title: [Redacted]

Smile Doctors LLC

By: DocuSigned by: Scottie C. Hudsmith
92189048FDD348F...
Name: Scottie C. Hudsmith
Title: Chief Executive Officer

SELLER PC:

Prairie View Orthodontics, Ltd.

By: _____
Name: Jacqueline Zimmer, D.D.S., M.S.
Title: President

OWNERS:

[Signature page to Bill of Sale]

IN WITNESS WHEREOF, the Parties have duly executed this Bill of Sale, Assignment and Assumption Agreement as of the date first written above.

BUYERS:

[Redacted]

By: _____
Name: [Redacted]
Title: [Redacted]

Smile Doctors LLC

By: _____
Name: Scotte C. Hudsmith
Title: Chief Executive Officer

SELLER PC:

Prairie View Orthodontics, Ltd.

By: [Redacted]
Name: Jacqueline Zimmer, D.D.S., M.S.
Title: President

OWNERS:

[Redacted]

[Redacted]

[Signature page to Bill of Sale]

IN WITNESS WHEREOF, the Parties have duly executed this Bill of Sale, Assignment and Assumption Agreement as of the date first written above.

BUYERS:

[Redacted]

By: _____
Name: [Redacted]
Title: [Redacted]

Smile Doctors LLC

By: _____
Name: Scotte C. Hudsmith
Title: Chief Executive Officer

SELLER PC:

Prairie View Orthodontics, Ltd.

By: _____
Name: Jacqueline Zimmer, D.D.S., M.S.
Title: President

OWNERS:

[Redacted]

[Redacted]

[Signature page to Bill of Sale]