

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM810343

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	11/30/2020		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Voiers Management Company, Inc.		05/11/2023	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	North American Dental Management, LLC		
<b>Street Address:</b>	11 South Mill Street		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	New Castle		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	16101		
<b>Entity Type:</b>	Limited Liability Company: OHIO		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4534247	AURASMILE DENTAL	
<b>Registration Number:</b>	5001988	AURASMILE ASSURANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2163634588		
<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>	2163634677		
<b>Email:</b>	dpoirier@beneschlaw.com		
<b>Correspondent Name:</b>	DUNCAN POIRIER		
<b>Address Line 1:</b>	200 PUBLIC SQUARE		
<b>Address Line 2:</b>	SUITE 2300		
<b>Address Line 4:</b>	CLEVELAND, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	38366-389		
<b>NAME OF SUBMITTER:</b>	Duncan Poirier		
<b>SIGNATURE:</b>	/Duncan Poirier/		
<b>DATE SIGNED:</b>	05/15/2023		
<b>Total Attachments: 4</b>			

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## TRADEMARK ASSIGNMENT NUNC PRO TUNC

This Trademark Assignment Nunc Pro Tunc is entered into by and between Voiers Management Company, Inc., an Ohio corporation (the "Assignor"), and North American Dental Management, LLC, an Ohio limited liability company (the "Assignee").

### RECITALS

WHEREAS, the Assignor is the owner of all right, title, and interest in the trademark set forth in the attached Schedule A (the "Purchased Marks");

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, all of the Assignor's right, title, and interest in and to the Purchased Marks;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of November 30, 2020, pursuant to which the Assignee acquired various assets of Assignor, including the Purchased Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

Assignor does hereby assign, transfer, and convey to Assignee, *nunc pro tunc*, effective as of November 30, 2020, Assignor's entire and undivided right, title, and interest in and to the Purchased Marks, together with all the associated goodwill of its business symbolized by the Purchased Marks, whether by use or license, and all applications and registrations of the Purchased Marks, as well as all rights to injunctive relief, damages, and profits, due or accrued, arising out of all causes of action, past, present, and future, including infringement of the Purchased Marks, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in Assignee's own name and the names of Assignee's successors, assigns, or other legal representatives; the same to be held and enjoyed by said Assignee for its own use, and for its legal representatives and assigns, to the full end of the term for which said Purchased Marks is granted, as fully and entirely as the same would have been held by Assignor had this Assignment Nunc Pro Tunc not been made.

The Assignor agrees to do all acts and take such further action, including the execution and acknowledgment of such additional documents as the Assignee may reasonably request, to carry out and fulfill the purposes and intent of this Trademark Assignment Nunc Pro Tunc.

This Trademark Assignment Nunc Pro Tunc shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

The "Recitals" as set forth above and the attached Schedule A are incorporated herein by reference into the terms of this Trademark Assignment Nunc Pro Tunc.


IN WITNESS WHEREOF, this Trademark Assignment Nunc Pro Tunc has been executed effective as of May 11, 2023.

ASSIGNOR

ASSIGNEE

Voiers Management Company, Inc.

North American Dental Management, LLC

By:   
Name: DOUGLAS VOIERS  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Trademark Assignment Nunc Pro Tunc has been executed effective as of May 11, 2023.


ASSIGNOR

ASSIGNEE

**Voiers Management Company, Inc.**

**North American Dental Management, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By:  \_\_\_\_\_  
Name: J. Devitt Kramer  
Title: Secretary

### Schedule A

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
AURASMILE DENTAL	US	Registered	4534247	May 20, 2014
AURASMILE ASSURANCE	US	Cancelled	5001988	Jul 19, 2016