

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM821967

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Adam Best DMD		06/30/2023	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Smile Doctors LLC		
<b>Street Address:</b>	5400 LBJ Fwy		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75240		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	SD Florida JV1, LLC		
<b>Street Address:</b>	5400 LBJ Fwy		
<b>Internal Address:</b>	Suite 800		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75240		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88295265	BESTSMILES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2024152535		
<b>Email:</b>	efingerhut@dykema.com		
<b>Correspondent Name:</b>	Eric Todd Fingerhut		
<b>Address Line 1:</b>	1301 K Street, N.W.		
<b>Address Line 2:</b>	Suite 1100 West		
<b>Address Line 4:</b>	Washington, D.C. 20005		

CH \$40.00 88295265

<b>ATTORNEY DOCKET NUMBER:</b>	121310.0013
<b>NAME OF SUBMITTER:</b>	Eric T. Fingerhut
<b>SIGNATURE:</b>	/eric t. fingerhut/
<b>DATE SIGNED:</b>	07/05/2023
<b>Total Attachments: 4</b> source=Smile Doctors - Best - Intellectual Property Assignment#page1.tif source=Smile Doctors - Best - Intellectual Property Assignment#page2.tif source=Smile Doctors - Best - Intellectual Property Assignment#page3.tif source=Smile Doctors - Best - Intellectual Property Assignment#page4.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated as of June 30, 2023, is made by and among Best Orthodontics, P.A., a Florida professional association ("Assignor Entity"), and Adam Best, DMD (the "Owner" and collectively with Assignor Entity, each an "Assignor" and, collectively, the "Assignors"), and Smile Doctors LLC, a Delaware limited liability company, and SD Florida JV1, LLC, a Florida limited liability company (collectively, "Assignee").

WHEREAS, pursuant to that certain Asset Purchase & Contribution Agreement entered into among the parties and certain others, effective of even date herewith (the "Purchase Agreement"), the parties agreed to execute and deliver this Assignment to evidence each Assignor's conveyance, transfer and assignment to Assignee of the intellectual property rights of Assignor thereunder for recording with the United States Patent and Trademark Office and all other intellectual property offices worldwide. Defined terms not defined in this Assignment have the meaning assigned to them in the Purchase Agreement.

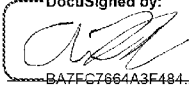
NOW THEREFORE, the parties hereby agree as follows:

- Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in and to Assignor's all Intellectual Property Assets used in connection with the Dental Practice, including without limitation those items set forth on Schedule 1 attached hereto, and all issuances, extensions and renewals of any of the foregoing, in each case whether arising under the laws of the United States, any other country, or any treaty regime, together with the goodwill of the Dental Practice connected with the use of, and symbolized thereby (collectively, the "Assigned IP"). The preceding assignment further includes the right to any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned IP as well as any and all claims and causes of action against third parties arising from or with respect to any of the Assigned IP, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- Recordation and Further Actions. Each Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities worldwide to record and register this Assignment upon request by Assignee. Following the date hereof, each Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto as contemplated by the Purchase Agreement and this Assignment.
- Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Intellectual Property Assignment as of the date first written above.

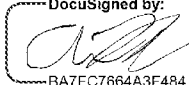
**ASSIGNOR ENTITY:**

**Best Orthodontics, P.A.**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Adam Best, DMD  
Title: President

**OWNER:**

**Adam Best, DMD**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Adam Best, DMD

**ASSIGNEE:**

**Smile Doctors LLC**

By: \_\_\_\_\_  
Name: John Dolen Hedrick III  
Title: CEO and Manager

**SD Florida JV1, LLC**

By: \_\_\_\_\_  
Name: John Dolen Hedrick III  
Title: CEO

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Intellectual Property Assignment as of the date first written above.

**ASSIGNOR ENTITY:**

**Best Orthodontics, P.A.**

By: \_\_\_\_\_  
Name: Adam Best, DMD  
Title: President

**OWNER:**

**Adam Best, DMD**

By: \_\_\_\_\_  
Name: Adam Best, DMD

**ASSIGNEE:**

**Smile Doctors LLC**

DocuSigned by:  
*John Dolen Hedrick III*  
By: \_\_\_\_\_  
Name: John Dolen Hedrick III  
Title: CEO and Manager

**SD Florida JV1, LLC**

DocuSigned by:  
*John Dolen Hedrick III*  
By: \_\_\_\_\_  
Name: John Dolen Hedrick III  
Title: CEO

Schedule 1

Intellectual Property Assets

# BestsmiLes

Word Mark	BESTSMILES
Goods and Services	10 044 US 160 161, G & S, Orthodontic services, FIRST USE, 20191111, FIRST USE IN COMMERCE, 20191111
Standard Characters Claimed	
Mark Drawing Code	(4) STANDARD CHARACTER MARK
Serial Number	88295265
Filing Date	February 9, 2019
Current Basis	1A
Original Filing Basis	1B
Published for Opposition	June 11, 2019
Registration Number	5996054
Registration Date	February 11, 2020
Owner	(REGISTRANT) Adem Best (INDIVIDUAL UNITED STATES 6527 Everingham Lane Sanford FLORIDA 32771
Type of Mark	SERVICE MARK
Register	PRINCIPAL
Live/Dead Indicator	LIVE

SCHEDULE 1

RECORDED: 07/05/2023

TRADEMARK  
REEL: 008123 FRAME: 0619