

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823913

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PALISADES DENTAL, LLC		09/03/2021	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	INTER-MED, INC.		
Street Address:	2200 SOUTH ST.		
City:	RACINE		
State/Country:	WISCONSIN		
Postal Code:	53404		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1609657	IMPACT AIR 45	
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>			
Email:	aprilwhite@paulhastings.com		
Correspondent Name:	PAUL HASTINGS LLP		
Address Line 1:	4747 EXECUTIVE DR., 12TH FLOOR		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	98494.00006		
NAME OF SUBMITTER:	April White		
SIGNATURE:	/April White/		
DATE SIGNED:	07/12/2023		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "*Agreement*") is entered into as of September 3, 2021 (the "*Effective Date*"), by and between Inter-Med, Inc., a Wisconsin corporation having a principal place of business at 2200 South St, Racine, WI 53404 ("*Assignee*"), and Palisades Dental, LLC, a New Jersey limited liability company having a principal place of business at 111 Cedar Lane Englewood, New Jersey 07631 ("*Assignor*"). Assignee and Assignor are individually referred to herein as a "*Party*" and collectively as the "*Parties*".

WHEREAS, Assignor exclusively owns and controls the Marks (as defined below); and

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the Effective Date (the "*Purchase Agreement*"), pursuant to which Assignor has agreed to assign all right, title and interest in and to the Marks to Assignee. Any capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

NOW THEREFORE, in consideration of one dollar (\$1), the mutual promises provided herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which each Party hereby acknowledges, and intending to be legally bound hereby, the Parties agree as follows:

1) **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all right, title and interest in and to the trademarks listed in Schedule A, including all common law rights and trademark registrations thereof, therein or thereto (the "*Marks*"), together with the goodwill of the business symbolized by and associated with the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; and (b) all rights to income, royalties, and license fees deriving from the Marks, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringement, misappropriation, violation, dilution, or squatting of the Marks or injury to the goodwill associated with the Marks, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2) **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee; assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense; and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper control and protection for the Marks and all applicable intellectual property rights. Further, Assignor and its successors agree not to challenge the validity or completeness of the assignment of the Marks to Assignee hereunder, nor to permit or assist any third party to do so. If Assignee or its successor or assignee is unable, for any reason, to obtain a signature of Assignor or its successor thereof on a document necessary to perfect the transfer or assignment of the Marks, such Assignor hereby irrevocably appoints Assignee as such Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of such Assignor to execute, verify, and file any documents and carry out such further acts with the same legal force and effect as if executed or carried out by such Assignor.

3) **GENERAL.**

a) **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). Each Party

expressly and irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the State of Delaware (and each appellate court thereof).

- b) Assignment. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their respective successors and permitted assigns, and nothing herein, expressed or implied, shall give or be construed to give any Person, other than the Parties and such successors and assigns, any legal or equitable rights hereunder. This Agreement and the rights and obligations hereunder shall not be assignable by either Party, without the written consent of the other Party and any such purported assignment by either Party without such consent shall be void. Notwithstanding the foregoing, Assignee may, without obtaining the consent of Assignor, assign any of its rights and/or obligations under this Agreement to any of its Affiliates or to its lenders as collateral security or to any Person that acquires (whether by merger, purchase of stock, purchase of assets or otherwise) Assignee or any parent of Assignee, or is the successor or surviving entity in any such acquisition, merger or other transaction involving Assignee or any parent of Assignee (provided that if Assignee so assigns its obligations hereunder, Assignee shall not be relieved of its obligations hereunder in respect of any such assignment).
- c) Waiver. Amendment. Any agreement on the part of a Party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such Party. A waiver by a Party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any Party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement may not be amended, modified or supplemented except by written agreement of the Parties.
- d) Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- e) Construction. This Agreement was negotiated by the Parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.
- f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.
- g) Entire Agreement. This Agreement, together with the Purchase Agreement, constitutes the entire agreement among the Parties to this Agreement and supersedes all other prior agreements and understandings, both written and oral, among or between any of the Parties with respect to the subject matter hereof and thereof. In the event of a conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.
- h) Dispute Resolution. The Parties agree that any controversy, claim or dispute involving the Parties (or their Affiliates) directly or indirectly concerning this Agreement or the subject matter hereof shall be resolved in accordance with, and subject to the provisions of, Section 8.11 of the Purchase Agreement.

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignor”

Palisades Dental, LLC
a New Jersey limited liability company

By: _____
Name: John Gruen
Title: Sole Managing Member

“Assignee”

Inter-Med, Inc.
a Wisconsin corporation

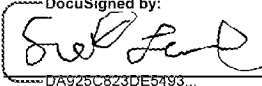
By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignee”

Inter-Med, Inc.
a Wisconsin corporation

DocuSigned by:

By: _____
Name: Scott Lamerand
Title: Chief Executive Officer

Schedule A

Marks

Impact Air 45, US, #1609657, expires 08-14-2030

Impact Air 45, Korean, #40-0647914, expires 01-19-2025

Impact Air, European, #4192993, expires 01-17-2025, UK, #904192993, pending

Impact Air, Taiwan, #1181199, expires 05-16-2025

Impact Air, Australia, #1037613, expires 01-13-2025