# CH \$40.00 70560

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM825199

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
P1 Dental Partners LLC		06/16/2023	Limited Liability Company: INDIANA

### **RECEIVING PARTY DATA**

Name:	P1 Dental MSO, LLC	
Street Address:	212 West 10th Street, F-180	
City:	Indianapolis	
State/Country:	INDIANA	
Postal Code:	46202	
Entity Type:	Limited Liability Company: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	7056073	P1 DENTAL PARTNERS

### **CORRESPONDENCE DATA**

Fax Number:

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:** 312.368.4000

Email:ch.tm@dlapiper.comCorrespondent Name:DLA Piper LLP (US)

Address Line 1: PO Box 64807

Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	438417.000001
NAME OF SUBMITTER:	Michael A. Geller
SIGNATURE:	/Michael Geller/
DATE SIGNED:	07/18/2023

# **Total Attachments: 3**

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### **ASSIGNMENT OF TRADEMARKS**

This ASSIGNMENT OF TRADEMARKS (this "<u>Assignment</u>"), dated as of the date executed by the latter of the parties to this Agreement, is made by and between P1 Dental Partners LLC, an Indiana limited liability company (the "<u>Assignor</u>") and P1 Dental MSO, LLC, a Delaware limited liability company (the "<u>Assignee</u>").

WHEREAS, Assignor is the owner of certain rights in and to registered and/or pending trademark(s) application(s) identified on <u>Schedule 1</u> and made part hereof (collectively, the "<u>Marks</u>");

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign, transfer, convey and deliver to Assignee any and all rights Assignor owns in the Marks, together with any common law, statutory or other rights therein and any goodwill of the business associated with the use of, or symbolized by the Marks in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration of one dollar (\$1.00) and as otherwise contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

- 1. <u>Conveyance and Acceptance</u>. Effective as of date hereof, Assignor irrevocably, without reservation, sells, assigns, transfers, conveys and delivers to Assignee (and to Assignee's successors and assigns) and Assignee has accepted any and all of Assignor's rights, title and interest in and to the Marks worldwide, including all common law, statutory and other rights therein and any and all trademark registrations and trademark registration applications relating to the Marks, together with all rights to any and all proceeds, benefits, privileges, causes of action, and remedies relating to the Marks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Marks against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Marks, and any and all goodwill of the business associated with the use of, or symbolized by, the Marks.
- 2. <u>Recordation</u>. Assignor and Assignee recognize that Assignee shall have the right, but shall have no obligation, to record this Assignment with any governmental entity.
- 3. <u>Further Acts</u>. Without additional consideration, Assignor and any affiliates, subsidiaries, directors, employees, successors or assigns shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment.

TRADEMARK REEL: 008136 FRAME: 0560 **IN WITNESS WHEREOF**, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:	<u>ASSIGNEE</u> :
P1 DENTAL PARTNERS LLC  kelly Jastremski  By:  D2677CD5148A496	P1 DENTAL MSO, LLC  belly Jastrenski  By:
Name: Kelly Jastremski	Name: Kelly Jastremski
Title: Chief Executive Officer	Title: Chief Executive Officer
Date: June 16, 2023	Date: June 16, 2023

# **SCHEDULE 1**

# **Trademarks**

U.S. Registration No. 7056073 for P1 DENTAL PARTNERS (and design)

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**RECORDED: 07/18/2023** 

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