

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842334

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Darby Group Companies, Inc.		09/19/2023	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Darby Dental Supply, LLC		
Street Address:	300 Jericho Quadrangle		
City:	Jericho		
State/Country:	NEW YORK		
Postal Code:	11753		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6646695	DARBY WHERE SUPPLIES MEET SOLUTIONS	
Registration Number:	6449199	DARBY	
Registration Number:	5127355	DARBY DARBY DENTAL SUPPLY, LLC	
Registration Number:	4182856	DARBY DENTAL SUPPLY, LLC	
Registration Number:	2739888	DARBY	
Registration Number:	1680699	DARBY	
Registration Number:	6569696	DARBY DARBY DENTAL SUPPLY, LLC	
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:	347-589-8542		
Email:	digoldberg@offitkurman.com		
Correspondent Name:	Daniel I. Goldberg c/o Offit Kurman, PA		
Address Line 1:	590 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Daniel I. Goldberg		
SIGNATURE:	/s/		
DATE SIGNED:	09/27/2023		

CH \$190.00 6646695

Total Attachments: 2

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ASSIGNMENT OF REGISTERED TRADEMARKS

This trademark assignment ("Assignment"), dated and effective as of the date set forth below, is made by Darby Group Companies, Inc., a New York corporation, with a principal place of business of 300 Jericho Quadrangle, Suite 200, Jericho, NY 11753 ("Assignor"), in favor of Darby Dental Supply, LLC, a Delaware limited liability company, with a principal place of business as 300 Jericho Quadrangle, Jericho, NY 11753 ("Assignee").

WHEREAS, Assignor desires to assign, and Assignee desires to acquire all (i) right, title and interest in and to the Registered trademarks listed below (at paragraphs (a)-(g), referred to hereinafter as the "Registered Marks"), including all common law rights connected therein together with the registrations therefor for the United States and throughout the world together with the goodwill of the business in connection with which the Registered Marks are used and which are symbolized by the Registered Marks; (ii) income, royalties, and damages hereafter due or payable to Assignor with respect to the Registered Marks, including without limitation, damages, and payments for past or future infringements and misappropriations of the Registered Marks; and (iii) rights to sue for past, present and future infringements or misappropriations of the Registered Marks. The Registered Marks are those set forth below in paragraphs (a)-(g):

- a. DARBY WHERE SUPPLIES MEET SOLUTIONS and DESIGN (Reg. No. 6646695)
- b. DARBY and DESIGN (Reg. No. 6449199)
- c. DARBY DARBY DENTAL SUPPLY, LLC and DESIGN (Reg. No. 5127355)
- d. DARBY DENTAL SUPPLY, LLC and DESIGN (Reg. No. 4182856)
- e. DARBY and DESIGN (Reg. No. 2739888)
- f. DARBY plain text (Reg. No. 1680699)
- g. DARBY DENTAL SUPPLY and DESIGN (Reg. No. 6569696)

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

1. Assignment. Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee accepts, all of Assignor's right, title and interest in and to the following:
 - (a) the Registered Marks, together with the goodwill of the business connected with the use of, and symbolized by, the Registered Marks;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

- (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. 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.

5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule of any other State or jurisdiction.

Dated: September 14, 2023

DARBY GROUP COMPANIES, INC.

By: Justin Gordon
Name: Justin Gordon
Title: VP Finance

AGREED TO AND ACCEPTED:

DARBY DENTAL SUPPLY, LLC

By: John Stano
Name: John Stano
Title: EVP + CFO