

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861465

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Texas Dental Resources, PLLC		04/28/2021	Professional Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Heartland Dental, LLC		
Street Address:	1200 Network Centre Drive		
City:	Effingham		
State/Country:	ILLINOIS		
Postal Code:	62401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3654331		
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617-951-7169		
Email:	catherine.murray@ropesgray.com		
Correspondent Name:	Catherine Murray		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	107852-0119-003		
NAME OF SUBMITTER:	Catherine Murray		
SIGNATURE:	/cmurray/		
DATE SIGNED:	12/15/2023		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is made as of April 28, 2021 (the "Effective Date"), from Texas Dental Resources, PLLC, a Texas professional limited liability company with an address at 9001 Airport Freeway, Suite 925, North Richland Hills, Texas 76180 ("Assignor"), to Heartland Dental, LLC, a Delaware limited liability company with an address at 1200 Network Centre Drive, Effingham, Illinois 62401 ("Assignee"), and is made in connection with that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the Effective Date, by and between Assignor, Assignee, and certain other third parties.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign and transfer to Assignee all of its rights, title, and interests in and to the service mark listed on Schedule I, together with all goodwill associated therewith (the "Mark"); and

WHEREAS, Assignee desires to record its rights in and to the Mark;

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

1. Assignment. Effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee all of Assignor's worldwide rights, title, and interests in and to the Mark and all registrations and applications for registration thereof, together with the goodwill of the business associated with the Mark, including without limitation all (i) common law rights in and to the Mark and (ii) any and all legal actions and rights and remedies at law or in equity for past, present, or future infringements, misappropriations, or other violations of the Mark, including, without limitation, the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith.

2. Further Assurances. At the reasonable request of Assignee and at Assignee's expense, Assignor will execute and deliver and will cause to be executed and delivered such instruments of transfer, conveyance, assignment, and confirmation, and will take such actions as Assignee may reasonably deem necessary, to effectively transfer, contribute, assign, and deliver to Assignee all of Assignor's rights, title, and interests in and to the Mark.

3. Severability. Any term or provision of this Assignment that is invalid or unenforceable in any situation will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

4. Successors and Assigns. This Assignment will be binding upon and enforceable against Assignor and its successors and assigns and will inure to the benefit of and be enforceable by Assignee and its successors and assigns.

5. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to the conflict of laws rules thereof.


6. Counterparts. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

7. Headings. The headings used in this Assignment are intended for convenience and will not be used by themselves in interpreting this Assignment or in determining any of the rights or obligations of the Assignor or Assignee.

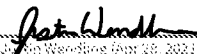
[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Effective Date.

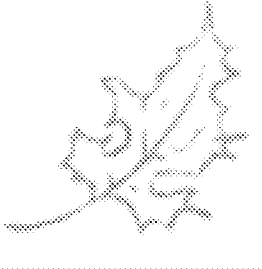
TEXAS DENTAL RESOURCES, PLLC

By: 
Todd A. Gathright (Apr 28, 2021 10:52 CDT)
Name: Todd A. Gathright
Title: President

HEARTLAND DENTAL, LLC

By: 
Justin Wendling (Apr 28, 2021 09:17 CDT)
Name: Justin Wendling
Title: Vice President of Affiliations

SCHEDULE I

Mark	Jurisdiction	Registration Number
 <p data-bbox="315 785 475 821">Leaf Design</p>	United States	3,654,331

[Schedule I to Trademark Assignment]