

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI39594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	11/01/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clinical Pathway, LLC		11/10/2022	Limited Liability Company: SOUTH DAKOTA
RECEIVING PARTY DATA			
Company Name:	Wyley Wondercheck DDS, P.C.		
Street Address:	4215 Berniece St.		
City:	Rapid City		
State/Country:	SOUTH DAKOTA		
Postal Code:	57703		
Entity Type:	Professional Corporation: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5275287	DAY ONE DENTISTRY	
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:	6366868331		
Email:	bruce@campbell-ip.com,trademarks@campbell-ip.com		
Correspondent Name:	Mr. Dutro E. Campbell II		
Address Line 1:	4512 West Pine Blvd.		
Address Line 4:	St. Louis, MISSOURI 63108		
ATTORNEY DOCKET NUMBER:	20220038		
NAME OF SUBMITTER:	DUTRO CAMPBELL		
SIGNATURE:	DUTRO CAMPBELL		
DATE SIGNED:	02/21/2024		
Total Attachments: 2			
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NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT

This *Nunc Pro Tunc* Assignment Agreement, effective as of November 1, 2019 (the “Effective Date”), is made by and between Clinical Pathway, LLC, a limited liability company organized and existing under the laws of the state of South Dakota (the “Assignor”) of the one part; AND

Wyley Wondercheck DDS, P.C., a professional corporation organized and existing under the laws of the state of South Dakota (the “Assignee”) of the other part.

Assignor and Assignee are hereinafter referred to, individually, as “Party” and collectively, as “Parties.”

WHEREAS, Assignor is the proprietor and beneficial owner of the registered trademark (the “Trademark”) in the United States (the “Territory”) of which the particulars are set forth as follows:

<u>Trademark</u>	<u>Class</u>	<u>Registration No.</u>
DAY ONE DENTISTRY	44	5275287

WHEREAS, the Trademark at all relevant times has been used legitimately by Assignor’s related company, Dakota Dental Solutions, LLC, and such use was controlled by Assignor with respect to the nature and quality of the services in connection with which the mark has been used and at all times such use inured to the benefit of Assignor;

WHEREAS, Assignee desires to acquire from Assignor the Trademark and all right, title and interest in and to the Trademark and all goodwill associated therewith in accordance with and symbolized by the Trademark in the Territory;

WHEREAS, Assignor is desirous of assigning to Assignee all right, title and interest in and to the Trademark in the Territory, and all goodwill associated therewith and symbolized by the Trademark in the Territory; and

WHEREAS, pursuant to an oral agreement between the Parties and pursuant to that certain Asset Purchase Agreement (the “Agreement”) by and among Dakota Dental Solutions, LLC and Assignee, having an effective date of November 1, 2019, all of Assignor’s rights, title, benefits, privileges and interest in and to certain Assignor’s assets identified in the Parties’ oral agreement and assets identified in the Agreement were assigned to Assignee, including the ongoing and existing business to which the Trademark in the Territory pertains and with which the Trademark is used or is intended to be used, and all goodwill of the business associated with and symbolized by the Trademark in the Territory.

NOW THEREFORE, the Parties hereto agree as follows:

1. For good and valuable consideration paid by Assignee to Assignor (the receipt of which is hereby acknowledged), Assignor does hereby assign to Assignee, *nunc pro tunc* as of the

Effective Date hereof, all rights, title and interests derived from and in connection with the Trademark in the Territory and all goodwill associated therewith.

2. The Assignor represents and warrants that it is the sole proprietor of all rights, title and interests derived from and in connection with the Trademark in Territory, and that the assignment of the Trademark from the Assignor to the Assignee shall not cause any infringement of intellectual property rights of any third party in the Territory.
3. The Trademark is assigned in its present legal status, which is known to the Assignor. To Assignor's best knowledge, there are no parties who are using the Trademark, own registrations or pending applications for registration of the Trademark and there are no pending cases before a court or national authorities, which may adversely affect the Trademark. Assignor does not take any further guarantee.
4. Assignor shall furnish Assignee with all necessary information on and in connection with the Trademark, which may be required to perfect title in the Trademark in Assignee.
5. The Parties hereto agree that this Agreement shall be submitted to the competent authority as required by the laws of the Territory for its registrations. Each Party hereto shall fully cooperate with the other with regard to such registration or additional approval that may be required in connection with the implementation of any portion of this Agreement.
6. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of the state of South Dakota.
7. Any amendments, modifications, alterations, or supplements to this Agreement shall be made in writing to be legally effective.
8. Each party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representatives on this 10th day of November, 2022.

For and on behalf of the Assignor
Clinical Pathway, LLC

Signature:

By: *Justin Moody*
Justin Moody, Member

For and on behalf of the Assignee
Wyley Wondercheck, DDS, P.C.

Signature:

By: *Wyley Wondercheck*
Wyley Wondercheck (Nov 10, 2022 12:11 MST)
Wyley Wonderchek, DDS, President