

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI98915

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TDO Software, Inc.		03/01/2024	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Valsoft Corporation Inc.		
<b>Street Address:</b>	7405 Rte Transcanadienne #100		
<b>City:</b>	Saint-Laurent		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H4T 1Z2		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	98088785	TDO	
<b>Serial Number:</b>	88295096	TDO	
<b>Serial Number:</b>	90351194		
<b>Serial Number:</b>	85377223	THE DIGITAL OFFICE FOR ENDODONTISTS	
<b>Serial Number:</b>	76596793	TDO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6175563823		
<b>Email:</b>	trademarks@richmaylaw.com		
<b>Correspondent Name:</b>	Arvid von Taube		
<b>Address Line 1:</b>	Rich May, P.C.		
<b>Address Line 2:</b>	176 Federal Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	68083.0029		
<b>NAME OF SUBMITTER:</b>	ARVID VON TAUBE		
<b>SIGNATURE:</b>	ARVID VON TAUBE		
<b>DATE SIGNED:</b>	03/15/2024		

OP \$140.00.00 98088785

**Total Attachments: 8**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of March 1, 2024 (“**Effective Date**”), is by and between TDO Software, Inc., a California corporation (“**Seller**”), and Valsoft Corporation Inc., a Quebec Corporation (“**Buyer**”), and relates to that certain Asset Purchase Agreement between Seller and Buyer dated March 1, 2024 (the “**APA**”). Pursuant to the APA, Seller and Buyer desire to enter into this IP Assignment to evidence and give effect to the assignment by Seller to Buyer of certain Intellectual Property rights. Capitalized terms used but not defined in this IP Assignment shall have the meanings set forth in the APA.

1. **Assignment.** As agreed in the APA and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective as of the Effective Date, Seller, hereby sells, conveys, transfers and assigns to Buyer:
  - (a) all of Seller’s rights, title and interests in and to all software, trademarks, domain names, and other Intellectual Property set forth in the attached Schedule 1, and all other Seller-owned Business Intellectual Property, including but not limited to all copyrights, trademark rights, trade-secret rights and other intellectual property rights in or to the same (all of the foregoing, collectively, the “**Transferred IP**”);
  - (b) the goodwill of the Business in which any trademark included in the Transferred IP is used, that is symbolized by or associated with such trademark;
  - (c) all prosecution and enforcement rights with respect to the Transferred IP, including but not limited to all claims and rights to sue and recover damages for any past, present or future infringement or misappropriation of the Transferred IP;
  - (d) all rights of priority and other rights of Seller arising from or relating to the Transferred IP under applicable laws of any jurisdiction, by international treaties or conventions, or otherwise throughout the world; and
  - (e) all royalties, license fees and other proceeds of the Transferred IP now or hereafter due or payable to Seller from third parties.
2. **Moral Rights.** Notwithstanding the foregoing, to the extent any “moral rights” or other rights included in the Transferred IP cannot be assigned to Buyer under applicable law, such rights are excluded from the assignment set forth above, and Seller hereby waives (for Buyer’s benefit) such rights to the maximum extent permitted and consents to any action taken or permitted by Buyer that would violate such rights in the absence of such consent.
3. **Recordation.** Seller hereby authorizes and requests the Trademarks, Register of Copyrights, and any other applicable governmental authority or registrar (including any domain name registrar) to record Buyer as the owner of the Transferred IP, and to issue to Buyer any registrations resulting from applications included in the Transferred IP, as assignee of the entire right, title and interest in, to and under the same. Buyer shall have the right to record this IP Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Transferred IP.
4. **Further Assurances.** Seller, on behalf of itself covenants and agrees that for up to one year following the date hereof, or so long as the Seller remains in existence, whichever is longer, Seller will, within ten (10) business days of the Buyer’s request and without further consideration, execute and deliver

such additional instruments, and take such other actions, as may be reasonably requested by Buyer to give effect to the sale, conveyance, transfer and assignment contemplated by this IP Assignment, including but not limited to the steps required by any applicable domain registrars to transfer to Buyer any domain names included in the Transferred IP.

5. Terms of the APA. Nothing in this IP Assignment will alter or expand any liability or obligation of the parties arising under the APA, nor diminish or supersede any representations or warranties set forth therein. Neither party makes any additional representations or warranties under this IP Assignment. In the event of a conflict between this IP Assignment and the APA, the APA shall control.
6. Binding Effect. This IP Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.
7. Governing Law. This IP Assignment will be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware, without regard to such State's conflict of law rules.
8. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument. A signed copy of this IP 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 IP Assignment.
9. Amendments. This IP Assignment may be amended, restated, supplemented or otherwise modified, only by a written agreement duly executed by each party hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Buyer have duly executed this IP Assignment as of the date first above written.

**Seller:**

**TDO SOFTWARE, INC.**

By: 

Name: Bjarne Bergheim  
Title: President

**Buyer:**

**VALSOFT CORPORATION INC.**

By: \_\_\_\_\_

Name: David Felicissimo  
Title: Secretary

*[Signature Page to Intellectual Property Assignment Agreement]*

IN WITNESS WHEREOF, Seller and Buyer have duly executed this IP Assignment as of the date first above written.

**Seller:**

**TDO SOFTWARE, INC.**

By: \_\_\_\_\_  
Name: Bjarne Bergheim  
Title: President

**Buyer:**


**VALSOFT CORPORATION INC.**

By: \_\_\_\_\_  
DocuSigned by:  
*David Felicissimo*  
E0072050DE4B45B...  
Name: David Felicissimo  
Title: Secretary

*[Signature Page to Intellectual Property Assignment Agreement]*

**SCHEDULE 1**

**CERTAIN TRANSFERRED IP**

<b>Name:</b>	<b>IP Type:</b>	<b>Registration Number:</b>	<b>Registration Date:</b>	<b>Jurisdiction</b>
TDO	Trademark	2055287  (Intl. Reg. No. 1501490)	Intl. Reg. Date:  August 5, 2019	Australia
TDO-X	Trademark	1650846	Intl. Reg. Date:  October 5, 2021	Australia <sup>1</sup>
TDO	Trademark	TMA 1136300  (Intl. Reg. No. 1501490)	Intl. Reg. Date:  August 5, 2019	Canada
TDO-X	Trademark	TMA 1204374  (Intl. Reg. No. 1650846)	Intl. Reg. Date:  October 5, 2021	Canada <sup>2</sup>
	Trademark	2138132  (Intl. Reg. No. 1617935)  (application pending)	May 21, 2021 –  Filing date	Canada

<sup>1</sup> This trademark was not included in the list provided by seller; **Seller's Note:** U.S. application that was the basis for the Madrid Protocol/International Registration filing was abandoned; WIPO has not yet issued Ceasing of Effect/Cancellation notice

<sup>2</sup> This trademark was not included in the list provided by seller; **Seller's Note:** U.S. application that was the basis for the Madrid Protocol/International Registration filing was abandoned; WIPO has not yet issued Ceasing of Effect/Cancellation notice

TDO	Trademark	1501490	Intl. Reg. Date: August 5, 2019	European Union
TDO-X	Trademark	1650846	Intl. Reg. Date: October 5, 2021	European Union <sup>3</sup>
	Trademark	1617935	Intl. Reg. Date: May 21, 2021	European Union <sup>4</sup>
TDO	Trademark	1501490	August 5, 2019	Madrid
TDO-X	Trademark	1650846	October 5, 2021	Madrid <sup>5</sup>
	Trademark	1617935	May 21, 2021	Madrid
TDO	Trademark	1501490	Intl. Reg. Date: August 5, 2019	Israel
TDO	Trademark	1136193  (Intl. Reg. No. 1501490)	Intl. Reg. Date: August 5, 2019	New Zealand
TDO-X	Trademark	1650846	Intl Reg. Date: October 5, 2021	New Zealand <sup>6</sup>

<sup>3</sup> **Seller's Note:** U.S. application that was the basis for the Madrid Protocol/International Registration filing was abandoned; WIPO has not yet issued Ceasing of Effect/Cancellation notice

<sup>4</sup> This trademark did not appear on the EU TM Search; **Seller's Note:** this is an extension of the Madrid Protocol/International Registration for the mark

<sup>5</sup> This trademark was not included in the list provided by seller; **Seller's Note:** U.S. application that was the basis for the Madrid Protocol/International Registration filing was abandoned; WIPO has not yet issued Ceasing of Effect/Cancellation notice




<sup>6</sup> Trademark was not included in the list provided by Seller; **Seller's Note:** U.S. application that was the basis for the Madrid Protocol/International Registration filing was abandoned; WIPO has not yet issued Ceasing of Effect/Cancellation notice



TDO	Trademark	1501490	Intl. Reg. Date: August 5, 2019	Norway
TDO	Trademark	1501490	Intl. Reg. Date: August 5, 2019	Switzerland
TDO	Trademark	WO0000001501490 (Int. Reg. No. 1501490)	Intl. Reg. Date: August 5, 2019 <sup>7</sup>	United Kingdom
TDO	Trademark	UK00801501490	Entered in Register June 25, 2020; Renewal still based on August 5, 2019 Intl. Reg. Date	United Kingdom
TDO-X	Trademark	WO0000001650846 (Intl. Reg. No. 1650846)	Intl. Reg. Date: October 5, 2021	United Kingdom <sup>8</sup>
	Trademark	WO00001617935 (Intl. Reg. No. 1617935)	Intl. Reg. Date: May 21, 2021	United Kingdom

<sup>7</sup> Registration date as per UK IP office. **Seller's Note:** As the renewal will be based on the International Registration date, we have included the International Registration dates here instead.

<sup>8</sup> Trademark was not included in the list provided by Seller; **Seller's Note:** U.S. application that was the basis for the Madrid Protocol/International Registration filing was abandoned; WIPO has not yet issued Ceasing of Effect/Cancellation notice

	Trademark	98088785  (application pending)	July 17, 2023  (filing date)	United States of America
TDO	Trademark	6164935	September 29, 2020	United States of America
	Trademark	6725990	May 24, 2022	United States of America
THE DIGITAL OFFICE FOR ENDODONTISTS	Trademark	4340700	May 28, 2013	United States of America
	Trademark	3033600	December 27, 2005	United States of America