

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABSOLUTE DENTAL MANAGEMENT, LLC		01/01/2016	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	ABSOLUTE DENTAL MANAGEMENT LLC		
Street Address:	131 South Dearborn Street		
Internal Address:	Suite 2800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3305116	ABSOLUTE DENTAL	
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>			
Email:	prosecutiondocketing@paulhastings.com		
Correspondent Name:	Paul Hastings LLP		
Address Line 1:	P.O. Box 919092		
Address Line 4:	San Diego, CALIFORNIA 92191-9092		
ATTORNEY DOCKET NUMBER:	77137.00032		
NAME OF SUBMITTER:	Laura C. Yip		
SIGNATURE:	/Laura C. Yip/		
DATE SIGNED:	03/08/2016		
Total Attachments: 7			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (“**Assignment**”) is effective as of January 1, 2016 (the “**Effective Date**”), by and between Absolute Dental Management, LLC, a Nevada limited liability company (“**Assignor**”) and Absolute Dental Management LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement effective January 1, 2016 (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including, without limitation, the trademarks and service marks listed in Schedule A and described below (the “**Marks**”) and the domain names listed in Schedule B and described below (the “**Domain Names**”);

WHEREAS, Assignee desires to acquire Assignor’s entire right, title and interest in and to the Marks and Domain Names; and

WHEREAS, all capitalized terms used herein which are not otherwise defined shall have the meaning given to such terms in the Purchase Agreement.

NOW THEREFORE, in consideration of mutual promises provided herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, and intending to be legally bound hereby, the parties agree as follows:

1. **ASSIGNMENT.** Upon the Closing but effective as of the Effective Date, Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor’s right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made; (b) all of Assignor’s right, title, and interest in and to the Domain Names; and (c) all rights to income, royalties, and license fees deriving from the Marks or Domain Names, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts reasonably deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and Domain Names, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and

any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation at the expense of Assignee in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified in this Section 2, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2 with the same legal force and effect as if executed by Assignor.

3. GENERAL

3.1 Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future Legal Requirement (as defined in the Purchase Agreement), and if the rights or obligations of any party under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

3.2 Entire Agreement. This Assignment, together with the Purchase Agreement, sets forth the entire agreement of the parties relating to the subject matter hereof and thereof and supersede all prior and contemporaneous agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, respecting such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Purchase Agreement, the Purchase Agreement will govern.

3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

3.4 Governing Law. This Assignment shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Assignment shall be governed by, the internal laws of the State of Delaware, without giving effect to provisions thereof regarding conflict of laws.

3.5 Counterparts; Deliveries. This Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Assignment, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including electronic mail of .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party to any such agreement or instrument shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

3.6 Amendment; Waiver. This Assignment shall not be amended, modified or waived except by an agreement in writing duly executed by the parties. No failure of any party to exercise any right or remedy given to such party under this Assignment or otherwise available to such party or to insist upon strict compliance by any other party with its or his obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof. Any written waiver shall be limited to those items specifically waived therein and shall not be deemed to waive any future breaches or violations or other non-specified breaches or violations unless, and to the extent, expressly set forth therein.

3.7 Construction. The parties have participated jointly in the negotiation and drafting of this Assignment. In the event an ambiguity or question of intent or interpretation arises, this Assignment shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignee”

ABSOLUTE DENTAL MANAGEMENT LLC,
a Delaware limited liability company

By: _____

Name: Thomas Montefinese

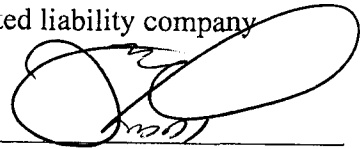
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT]

TRADEMARK
REEL: 005748 FRAME: 0068

“Assignors”

ABSOLUTE DENTAL MANAGEMENT, LLC,
a Nevada limited liability company



By: _____

Name: Dr. Benny Kohanteb

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT]

Schedule A

Marks

U.S. Serial No.	U.S. Reg. No.	Mark	Assignor
76/651,888	3,305,116	ABSOLUTE DENTAL	Absolute Dental Management, LLC

Schedule B

Domain Names

Domain Name	Assignor
absolutedental.com	Absolute Dental Management, LLC
artisticorthodonticslv.com	Absolute Dental Management, LLC
absolutebraces.com	Absolute Dental Management, LLC
artisticlv.com	Absolute Dental Management, LLC
artisticortho.com	Absolute Dental Management, LLC
artisticorthodontic.com	Absolute Dental Management, LLC
artisticorthodonticslv.com	Absolute Dental Management, LLC
absolutedentalonline.com	Absolute Dental Management, LLC