

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Smile Doctors Management Company, LLC		10/04/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Smile Doctors, LLC		
Street Address:	285 SE Inner Loop		
Internal Address:	Suite 110		
City:	Georgetown		
State/Country:	TEXAS		
Postal Code:	78626		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87280206	SMILE DOCTORS BRACES	
Serial Number:	87280204	SMILE DOCTORS BRACES & KIDS DENTISTRY	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N. LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	39105-120-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	10/20/2017		
Total Attachments: 4			
source=Trademark Assignment - Smile Doctors - EXECUTED_(49646069_3)#page1.tif			

CH \$65.00 87280206

source=Trademark Assignment - Smile Doctors - EXECUTED_(49646069_3)#page2.tif

source=Trademark Assignment - Smile Doctors - EXECUTED_(49646069_3)#page3.tif

source=Trademark Assignment - Smile Doctors - EXECUTED_(49646069_3)#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated as of October 4, 2017 (this "Assignment"), is made by Smile Doctors Management Company, LLC, a Delaware limited liability company ("Assignor"), in favor of Smile Doctors, LLC, a Delaware limited liability company ("Assignee").

Background

The Assignor is the sole and legal beneficial owner of Assignee and desires to assign to Assignee all trade names, logos, trademarks and service marks owned by Assignor, including, without limitation, the trademarks and pending applications set forth on Schedule I hereto and any and all common law rights thereto (collectively, the "Marks"), together with the existing and ongoing business in connection with which the Marks have been used, and the goodwill of such business (the "Goodwill");

Therefore, the parties hereby agrees as follows:

Agreement

1. Assignor hereby conveys, assigns, sells and transfers to Assignee its entire right, title and interest in and to the Marks and the Goodwill, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life of the Marks and the term of the registrations, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment and sale not been made. Without limiting the generality of the foregoing, this Assignment shall also include all U.S. and foreign trademark and service mark applications, registrations and similar filings for the Marks and all extensions or renewals thereof, all rights to income or royalties in connection with any or all of the foregoing, and any and all rights to sue for claims and remedies against past, present and future infringements of any or all of the foregoing, and rights for priority and protection of interests therein under the laws of any jurisdiction.

2. Assignor hereby represents, warrants and covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.

3. Assignor represents, warrants and covenants that Assignor has full power to make this Assignment and Assignor shall execute such further assignments and related documents with respect to the Marks, the applications, the registrations, and the Goodwill as Assignee shall reasonably request.

4. This Assignment shall be construed, performed and enforced in accordance with, and governed by the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

5. This Assignment shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Assignor and Assignee have caused this Assignment to be executed by their proper officers duly authorized as of the day and year first above written.

ASSIGNOR:

SMILE DOCTORS MANAGEMENT COMPANY, LLC

By: Scottie C. Hudsmith

Name: Scottie C. Hudsmith

Title: Manager

ASSIGNEE:

SMILE DOCTORS, LLC

By: Scottie C. Hudsmith

Name: Scottie C. Hudsmith

Title: Manager

SCHEDULE I

U.S. Trademarks

MARK	APP. NO.	GOODS/SERVICES
SMILE DOCTORS BRACES	87/280,206	Orthodontic services; Pediatric dentistry
SMILE DOCTORS BRACES & KIDS DENTISTRY	87/280,204	Orthodontic services; Pediatric dentistry