

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barry M. Rosenberg		05/25/2018	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Affinity Dental Management, Inc.		
Street Address:	171 Park Avenue, Suite 105		
City:	West Springfield		
State/Country:	MASSACHUSETTS		
Postal Code:	01089		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5047015	EXPRESS YOUR SMILE	
Registration Number:	4990264	EXPRESS YOUR SMILE	
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:	(213) 629-6000		
Email:	SFTrademarks@nixonpeabody.com		
Correspondent Name:	Sean Kim, Nixon Peabody		
Address Line 1:	One California Plaza		
Address Line 2:	300 S Grand Ave #4100		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	079461-6		
NAME OF SUBMITTER:	TaeSoo Sean Kim		
SIGNATURE:	/TaeSoo Sean Kim/		
DATE SIGNED:	05/25/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of May 25, 2018 by Barry M. Rosenberg ("Assignor"), to Affinity Dental Management, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignee, PeoplesDental, P.C., a Massachusetts professional corporation, Rosenberg Orthodontics, P.C., a Connecticut professional corporation, Express Your Smile, LLC, a Connecticut limited liability company ("EYS"), Ortho Assisting School LLC, a Connecticut limited liability company, and Assignor (the "Purchase Agreement"), and the Purchase Agreement provides for the execution and delivery of this Assignment by Assignor to Assignee;

WHEREAS, Assignor is the sole member of EYS;

WHEREAS, Assignor owns the registered trademarks set forth on Schedule I (collectively, the "Assigned Marks") which are utilized in connection with the operation of the business of EYS;

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, subject to the terms and conditions of the Agreement and for good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor's right, title and interest to the Assigned Marks, together with the goodwill of the business and activities generated thereby, symbolized thereby and associated therewith, free and clear of all Encumbrances; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Assignor is assigning the Assigned Marks as part of EYS's entire business or portion thereof to which the Assigned Mark pertains, and Assignee is the successor of the ongoing and existing business of EYS to which the Assigned Marks pertain.

3. Assignor represents and warrants that no assignment, grant, mortgage, license, pledge, Encumbrance, alienation, or other agreement affecting the rights and property herein conveyed has been executed by Assignor in favor of any third party, and that the full right to convey the Assigned Marks herein is possessed by Assignor. In addition, Assignor confirms that it will not challenge the validity, or assist others in challenging the validity or enforceability, of

the Assigned Marks. To the Assignor's best knowledge, there are no parties who are using the Assigned Marks, own registrations or pending applications for registration of the Assigned Marks and there are no pending cases before the court or national authorities, which may adversely affect the Assigned Marks.

4. From and after the Closing Date, Assignor shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, and take such other action as may reasonably be necessary to consummate or to give effect to the Contemplated Transactions.

5. Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact, to take any and all action and to execute any and all documents and instruments that Assignee deems necessary or desirable to accomplish the purpose of this Assignment.

6. The parties hereto agree that this Assignment shall be submitted to the competent authority as required by applicable federal or state law for its registration. Each party hereto shall fully cooperate with the other with regard to such registration or approval that may be required in connection with the implementation of any portion of this Assignment.

7. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Purchase Agreement. To the extent any provision of this Assignment conflicts with or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall control and govern.

8. Capitalized terms used herein without definition shall have the meanings set forth in the Purchase Agreement.

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

10. Any amendments, modifications, alternations or supplements to this Assignment shall be made in writing to be legally effective.

11. This Assignment may be executed electronically or otherwise (where permitted in an applicable jurisdiction) in any number of identical 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.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

Barry M. Rosenberg

ASSIGNEE:

AFFINITY DENTAL MANAGEMENT, INC.,

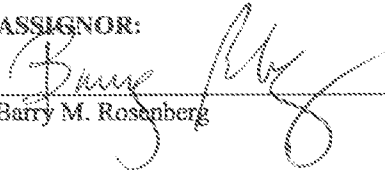
By: _____

Name:  Craig Saltzman, D.M.D.

Title: President

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:


Barry M. Rosenberg

ASSIGNEE:

AFFINITY DENTAL MANAGEMENT, INC.,

By: _____
Name: Craig Saltzman, D.M.D.
Title: President

Signature Page to Trademark Assignment

TRADEMARK
REEL: 006336 FRAME: 0963

SCHEDULE I

1. Trademark Registrations

<u>Country</u>	<u>Trademark</u>	<u>Owner of Record</u>	<u>Serial No. and Filing Date</u>	<u>Registration No. and Registration Date</u>
USA	EXPRESS YOUR SMILE	Barry Rosenberg	86830019 November 24, 2015	5047015 September 20, 2016
USA	EXPRESS YOUR SMILE	Barry Rosenberg	86700582 July 22, 2015	4990264 June 28, 2016