

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM500772

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Age Smile, LLC		11/27/2018	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	G4 Dental Enterprises LLC		
Street Address:	6420 Medical Center St.		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89148		
Entity Type:	LLC ; NEVADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4982715	4 IMPLANT SOLUTION	
Registration Number:	4982711	G4 IMPLANT SOLUTION	
Registration Number:	4982714	G4 IMPLANT SOLUTION	
Registration Number:	4964305	G4	
Registration Number:	4964306	G4	
Registration Number:	4982718	4 IMPLANT SOLUTION	
CORRESPONDENCE DATA			
Fax Number:	7024851202		
<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:	7024851200		
Email:	bobby@bongiovilaw.com		
Correspondent Name:	Bobby Misko		
Address Line 1:	2620 Regatta Dr., Ste. 102		
Address Line 4:	Las Vegas, NEVADA 89128		
NAME OF SUBMITTER:	Bobby Misko		
SIGNATURE:	/Bobby Misko/		
DATE SIGNED:	12/05/2018		

OP \$165.00 4982715

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into on November 27th, 2018 ("Effective Date"), by and between and between New Age Smile, LLC ("Assignor"), with an address of 6420 Medical Center St., Ste. 101, Las Vegas, Nevada 89148, and G4 Dental Enterprises LLC ("Assignee"), with an address of 6420 Medical Center St., Ste. 101, Las Vegas, Nevada 89148 (jointly, "the Parties").

WHEREAS, Assignor is the owner of the entire right, title, and interest in the Assigned Marks as defined herein.

WHEREAS, Assignor desires to assign, and Assignee desires to acquire and assume, the entire right, title, and interest in the Assigned Marks, together with the associated goodwill as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. **Assigned Marks.** For the purposes of this Assignment, the Assigned Marks shall mean:

Assigned Mark	Serial Number	Reg. Number
4 IMPLANT SOLUTION	86778564	4982718
4 IMPLANT SOLUTION	86778555	4982715
G4 IMPLANT SOLUTION	86778550	4982714
G4 IMPLANT SOLUTION	86778536	4982711
G4	86778525	4964306
G4	86778517	4964305

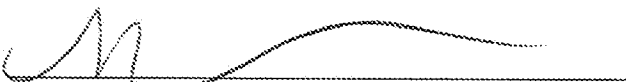
2. **Assignment.** As of the Effective Date, Assignor hereby assigns and conveys to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, and Assignee hereby accepts, receives, and assumes all of Assignor's right, title and interest in and to the Assigned Marks, including the related goodwill throughout the world. These rights shall include, but shall not be limited to, all rights to use, copy, modify and exploit the Assigned Marks; the right to exclude others from using the Assigned Marks; the right to license, assign, convey, and pledge the Assigned Marks to others; the right to sue others and to collect damages for past, present and future infringements of the Assigned Marks; the right to create derivatives of the Assigned Marks and to retain full ownership of such derivatives; and the right to file and prosecute applications to protect trademark rights in the Assigned Marks.
3. **Term.** This Assignment shall remain in full force and effect for the enforceable life of the Assigned Marks.
4. **Representations and Warranties.** Assignor represents and warrants that Assignor has the entire right, title, and interest in the Assigned Marks and has the right to convey the entire right, title, and interest in the Assigned Marks without limitation. Assignor represents and warrants that the entire right, title, and interest in the Assigned Marks is hereby transferred and assigned free and clear of any encumbrances.

5. **Further Acts.** Assignor and Assignee agree to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment.
6. **Severability.** If any section of this Assignment is deemed invalid or unreasonable by a court or arbitrator, such section shall be severable from the remainder of this Assignment, which shall be enforced according to its terms irrespective of the enforceability of the invalid or unreasonable section, provided such enforcement is consistent with the general intent of the Parties as evidenced by this Assignment as a whole.
7. **Venue; Jurisdiction.** This Assignment shall be governed by the laws of the State of Nevada. Jurisdiction and venue for any action concerning this Assignment shall be solely and exclusively in Clark County, Nevada and the Parties, by execution below, each submit to the jurisdiction of such courts.
8. **Counterparts; Digital Images.** This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one Assignment. Delivery of this Assignment and signatures affixed hereto may be accomplished by electronic transmission. In such event, such electronically delivered signatures shall function in the same manner and have the same legal effect as original signatures. The Parties agree to accept a digital image of this Assignment, as executed by all Parties, as a true and correct original and admissible as best evidence for the purpose of state law, Federal Rule of Evidence 1002, and like statutes and regulations.
9. **Notices.** All notices, requests, demands, instructions or other communications required or permitted to be given under this Assignment shall be in writing and shall be deemed to have been duly given upon delivery, if delivered personally, or mailed first-class, postage prepaid, registered or certified mail, return receipt requested, shall be deemed to have been given seventy-two (72) hours after such delivery, if addressed to the other party at the addresses as set forth in the introduction paragraph above. Either party hereto may change the address to which such communications are to be directed by giving written notice to the other party hereto of such change in the manner above provided.


IN WITNESS WHEREOF, the Parties have duly executed this Assignment on the date first written above.

Assignor: New Age Smile, LLC

Assignee: G4 Dental Enterprises LLC



Mike Golpa, Manager



Mike Golpa, Manager