

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM573436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northern Virginia Orthodontics, P.C.		04/23/2020	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	SmileExpress LLC		
Street Address:	22855 Brambleton Plaza, Suite 200		
City:	Ashburn		
State/Country:	VIRGINIA		
Postal Code:	20148		
Entity Type:	Limited Liability Company: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88265179	SMILE EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	8044206507		
<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:	804-420-6000		
Email:	charlacher@williamsmullen.com		
Correspondent Name:	Christel E. Harlacher, Esquire		
Address Line 1:	Williams Mullen, c/o IP Docketing		
Address Line 2:	8300 Greensboro Drive, Suite 1100		
Address Line 4:	Tysons, VIRGINIA 22102		
ATTORNEY DOCKET NUMBER:	058494.0016		
NAME OF SUBMITTER:	Christel E. Harlacher		
SIGNATURE:	/Christel E. Harlacher/		
DATE SIGNED:	04/24/2020		
Total Attachments: 2			
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OP \$40.00 88265179

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("Agreement"), dated as of April 23, 2020, is made by and between **NORTHERN VIRGINIA ORTHODONTICS, P.C.** ("Assignor"), a Virginia professional corporation, located at 22855 Brambleton Plaza, Suite 200, Ashburn, Virginia 20148, and **SMILE EXPRESS LLC** ("Assignee"), a Virginia limited liability company, located at 22855 Brambleton Plaza, Suite 200, Ashburn, Virginia 20148.

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all right, title, and interest in and to the SMILE EXPRESS trademark, U.S. Application Serial No. 88/265,179, (the "Mark"), and related rights, together with the goodwill connected with the use of and symbolized by the Mark, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Subject to the terms and conditions set forth herein, Assignor hereby irrevocably sells, assigns, transfers, and conveys to Assignee, and Assignee hereby accepts, all right, title, and interest in and to the following:

a. U.S. Application Serial No. 88/265,179 for the Mark and all registrations, applications for registration, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Mark;

b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

c. all licenses and similar contractual rights or permissions, whether exclusive or nonexclusive, related to the Mark;

d. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;

e. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

f. all other rights, privileges, and protections of any kind whatsoever of Assignor accruing under any of the foregoing provided by any applicable law, treaty, or other international convention throughout the world.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Agreement upon request by Assignee. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Agreement to Assignee, or any assignee or successor thereto.

3. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Agreement delivered by facsimile, 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 Agreement.

4. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

ASSIGNOR:

**NORTHERN VIRGINIA
ORTHODONTICS, P.C.**

By: 

Name: ZACHARY CASARANO

Title: OWNER / PRESIDENT

Date: 4/23/20

ASSIGNEE:

SMILEEXPRESS LLC

By: 

Name: ZACHARY CASARANO

Title: OWNER / PRESIDENT

Date: 4/23/20