

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bite Tech Inc.		03/16/2021	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	GF Capital Private Equity Management, LLC		
Street Address:	810 Seventh Avenue, 7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86420439	ORA-GUARD	
Serial Number:	87586192	FIND THE RELIEF YOU HAVE BEEN LOOKING FO	
CORRESPONDENCE DATA			
Fax Number:	8659786493		
<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:	865-978-6480		
Email:	docketing@robinsoniplaw.com		
Correspondent Name:	ROBINSON IP LAW, PLLC		
Address Line 1:	9724 Kingston Pike, Suite 1102		
Address Line 4:	Knoxville, TENNESSEE 37922		
ATTORNEY DOCKET NUMBER:	00.03573.0844		
NAME OF SUBMITTER:	Michael E. Robinson		
SIGNATURE:	/michael e robinson/		
DATE SIGNED:	03/29/2021		
Total Attachments: 6			
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ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties indicated below agree as follows:

1. The undersigned Assignor, Bite Tech Inc., a corporation formed under the laws of the State of Minnesota with its principal office at 20 Glover Ave # 1, Norwalk, Connecticut 06850 (hereinafter, "Assignor"), for the first time does hereby assign, convey, and transfer to GF Capital Private Equity Management, LLC, a limited liability company formed under the laws of the State of Delaware with its principal office at 810 Seventh Avenue, 7th Floor, New York New York 10019 (hereinafter, "Assignee"), its successors, assigns, and legal representatives, the entire right, title and interest of Assignor in and to:
 - a. any and all subject matter (including all inventions and improvements) disclosed in the patents listed in attached Schedule A and in and to any and all related provisional applications, nonprovisional applications, divisional applications, continuation applications, continuation-in-part applications, PCT applications, national phase applications based thereon, all issued patents thereof, any and all reexamination or reissued patents thereof which have been or may be issued in the United States, Europe, and throughout the world, any and all extensions, validations and substitution applications, and all convention and treaty rights throughout the world in and to all such subject matter (hereinafter, collectively, "the Patents");
 - b. the trademark registrations listed in attached Schedule B including any and all goodwill associated therewith and any and all common law rights, logo designs, or other indicia associated therewith (hereinafter, collectively, "the Trademarks");
 - c. any and all rights of action for infringement, including past infringement related to the Patents and/or Trademarks anywhere throughout the world (hereinafter, "the Territory").
2. The Patents and the Trademarks are defined herein collectively as the "Intellectual Property".
3. Assignor further covenants with Assignee, its successors, assigns and legal representatives, and represents and warrants that (a) no assignment, grant, mortgage, or pledge affecting the rights and properties herein conveyed has been made by Assignor to any person or entity other than Assignee, (b) the full right to assign, transfer, and convey the same as herein expressed is possessed by Assignor, and (c) Assignor will not hereafter assign or attempt to assign any rights therein, or take any other action inconsistent with this Assignment.
4. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Intellectual Property.
5. Assignor pledges and agrees to do all acts and execute all other documents which are necessary or are reasonably requested by Assignee in order to insure, confirm, or establish that Assignee owns all of Assignor's right, title, and interest in and to the subject matter (including all inventions and improvements) disclosed in the Intellectual Property and that any and all other interests and rights appurtenant thereto owned by Assignor including, but not limited to, all such rights and interests referred to herein are owned and possessed by Assignee.

6. In the event that, after the date of signing of this Assignment, Assignor is unable for any reason whatsoever to sign or deliver any document required under this Assignment, Assignor hereby irrevocably designates Assignee to act for and on its behalf, to execute and file any such document, and to do all other legal acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.
7. This Assignment constitutes and shall be deemed a contract made under the laws of the State of New York, without reference to its conflicts of laws jurisprudence, for any and all purposes and shall be interpreted and enforced in accordance with such laws.
8. All terms and words used in this Assignment, regardless of the number, format or gender in which they are used, shall be deemed and construed to include any other number (singular or plural), or any format (hyphenated or capitalized), or any other gender (masculine or feminine or neuter), as the context or sense of this Assignment may require, the same as if the words had been fully and properly written in the proper number, format or gender.
9. If any provision of this Assignment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, all other provisions of the Assignment shall be unimpaired and shall remain in full force and effect.
10. This Assignment may be executed in identical counterparts with the same force and effect as if the signatures were all set forth on a single instrument. This Assignment is deemed to be executed and effective as of the date on which the last party signs a counterpart to this Assignment ("Effective Date").

[This section intentionally left blank.]

BITE TECH INC.

By: [Signature]
Name (Print): JIM MEYERS
Title: CEO
Date: 3-16-2021

STATE OF CONNECTICUT)
) ss
COUNTY OF FAIRFIELD)

Before me, a notary public of the state and county mentioned, personally appeared JAMES MEYERS with whom I am personally acquainted, and who, upon oath, acknowledged himself/herself to be an authorized officer of Bite Tech Inc., the within named party, a Minnesota corporation, and that he/she as such authorized officer, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as authorized officer thereof.

WITNESS my hand and seal, at office in FAIRFIELD, CT, this 16 day of MARCH, 2021.

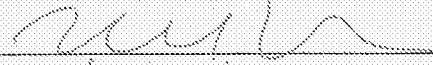
HECTOR G VENTURO
Notary Public
Connecticut
My Commission Expires Mar 31, 2021

[Signature]
Notary Public

My commission expires: 3/31/2021

Witness 1 Signature: _____
Witness 1 Name (Print): _____
Witness 2 Signature: _____
Witness 2 Name (Print): _____

Read and approved by Assignee:

GF Capital Private Equity Management, LLC	
By: <u></u>	Date: <u>3/10/21</u>
Name: <u>NILL SINGH</u>	
Title: <u>MD</u>	

SCHEDULE A

TITLE	COUNTRY	SERIAL NO.	FILING DATE	STATUS	ISSUE DATE	PATENT NO.
COMPOSITE ORAL APPLIANCES AND METHODS FOR MANUFACTURE	<u>China</u>	2009801324556	Jun 14, 2009	Issued	Aug 6, 2014	ZL200980132455.6
COMPOSITE ORAL APPLIANCES AND METHODS FOR MANUFACTURE	<u>Japan</u>	2010546151	Jun 14, 2009	Issued	Mar 15, 2013	522681
COMPOSITE ORAL APPLIANCES AND METHODS FOR MANUFACTURE	<u>US</u>	14044600	Oct 2, 2013	Issued	Jun 6, 2017	9668827
COMPOSITE ORAL APPLIANCES AND METHODS FOR MANUFACTURE	<u>US</u>	12484216	Jun 14, 2009	Issued	Oct 29, 2013	8567408
ORAL APPLIANCES WITH LINGUAL BARS AND METHODS FOR MANUFACTURE	<u>Japan</u>	2010546152	Jun 14, 2009	Issued	Aug 9, 2013	5336517
ORAL APPLIANCES WITH LINGUAL BARS AND METHODS FOR MANUFACTURE	<u>US</u>	12484223	Jun 14, 2009	Issued	Feb 14, 2012	8113206
ORAL APPLIANCE	<u>Canada</u>	138186	Nov 30, 2010	Issued	Jul 14, 2011	138186
ORAL APPLIANCE	<u>US</u>	29362883	Jun 1, 2010	Issued	Jul 12, 2011	D641478
COMPOSITE DENTAL APPLIANCE WITH WEDGE	<u>US</u>	09658106	Sep 8, 2000	Issued	Jul 9, 2002	6415794
ENCAPSULATED COMPOSITE DENTAL APPLIANCE	<u>US</u>	09658579	Sep 8, 2000	Issued	Apr 1, 2003	6539943
DENTAL APPLIANCE WITH ANTIMICROBIAL ADDITIVE	<u>US</u>	09828111	Apr 6, 2001	Issued	Apr 29, 2003	6553996
LOW-DENSITY POLYETHYLENE DENTAL APPLIANCE AND MOUTHGUARD WITH NUCLEATING AGENT	<u>US</u>	09829200	Apr 6, 2001	Issued	Dec 10, 2002	6491036
POLYETHYLENE DENTAL APPLIANCE AND MOUTHGUARD WITH TACTIFIER RESIN	<u>US</u>	10295266	Nov 14, 2002	Issued	Nov 23, 2004	6820623
COMPOSITE ORAL APPLIANCES	<u>China</u>	200980132455	Jun 14, 2009	Issued	Aug 6, 2014	102123678
METHOD AND DEVICE FOR THE PRODUCTION OF A COMPOSITE ORAL	<u>Japan</u>	2010546151	Jun 14, 2009	Issued	Jun 26, 2013	5221681
ORAL APPLIANCE SHIELD	<u>Canada</u>	138185	Dec 1, 2010	Issued	Apr 4, 2012	138185
ORAL APPLIANCE SHIELD	<u>Canada</u>	140304	Dec 1, 2010	Issued	Apr 4, 2012	140304
IN THE DEVICE HAVING A MAIN CONNECTOR AND METHOD OF MANUFACTURING	<u>Japan</u>	2010546152	Jun 14, 2009	Issued	Apr 21, 2011	2011512177

SCHEDULE B

TITLE	REG. NO.	COUNTRY	FILING DATE	STATUS
<u>PERFORMANCE</u> <u>MOUTHWEAR</u>	20100715815	Japan	Sep 10, 2010	Registered
<u>ORA-GUARD</u>	86420439	US	Oct 10, 2014	Registered
<u>FIND THE RELIEF YOU</u> <u>HAVE BEEN LOOKING FOR</u>	87586192	US	Aug 28, 2017	Registered