

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM637098

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900597072		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ryan Griffith		02/16/2021	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Bright Direction Dental LLC		
Street Address:	318 W. Adams Street, Suite 400B		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5968849	BRIGHT DIRECTION	
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>			
Email:	dlevine@rmpartnerslaw.com		
Correspondent Name:	Daniel M. Levine		
Address Line 1:	305 N Peoria, Ste. 200		
Address Line 4:	CHICAGO, ILLINOIS 60607		
NAME OF SUBMITTER:	Daniel M Levine		
SIGNATURE:	/DML/		
DATE SIGNED:	04/06/2021		
Total Attachments: 5			
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source=Bright Direction Dental-TM Assignment (Feb 2021)#page1.tif			
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UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

March 30, 2021

PTAS

DANIEL M. LEVINE
305 N PEORIA, STE. 200
CHICAGO, IL 60607



900597072

United States Patent and Trademark Office
Notice of Non-Recordation of an Assignment Document

The enclosed document has been examined and found non-recordable by the Assignment Recordation Branch of the U.S. Patent and Trademark Office. The reason(s) for non-recordation are stated below:

1. The assignment document submitted for recording is not acceptable. The statement for the Goodwill of the business was omitted. 15 U.S.C. §1060 (a)

Documents being resubmitted for recordation must reflect the corrected information to be recorded, the Document ID number referenced above and all pages from this submitted document. The original date of filing of this assignment document will be maintained if resubmitted with the appropriate correction(s) by **Thursday, April 29, 2021**, as outlined under 37 CFR 3.51. The resubmitted document must include a stamp with the official date of receipt under 37 CFR 3. Applicants may use the certified procedures under 37 CFR 2.197 or 2.198 for resubmission of the returned papers if they desire to have the benefit of the date of deposit in the United States Postal Service.

To file the resubmission electronically, navigate to the ETAS website at <http://etas.uspto.gov>, click the Start Resubmission button and enter the following information:

Document ID: 900597072
Access Code: NSXB0BNZUC0A9EU

To file the resubmission in paper, send documents to: U.S. Patent and Trademark Office, Mail Stop: Assignment Recordation Branch, P.O. BOX 1450, Alexandria, VA 22313. If you have any questions regarding this notice, you may contact the Assignment Recordation Branch at 571-272-3350.

SULONDA STEVENSON
ASSIGNMENT RECORDATION BRANCH
PUBLIC RECORDS DIVISION

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”) is made as of February 16, 2021 (the “Effective Date”) by and between Ryan Griffith, an individual (“Assignor”), and Bright Direction Dental LLC, a Delaware limited liability company (“Assignee”).

RECITALS

A. Assignor is the owner of all right, title, interest, and goodwill in and to the trademarks, trademark registrations and applications listed in the attached Exhibit A (the “Trademarks”).

B. In connection with the organization of Assignee, Assignor desires to assign and Assignee, desires to be assigned the Trademarks.

AGREEMENTS

NOW, THEREFORE, In consideration of the payment of \$10 and other good and valuable consideration, the Parties agree as follows:

1. **Assignment.** Assignor hereby conveys, transfers, assigns, delivers, and contributes (collectively, the “Transfer”) to Assignee all of Assignor’s right, title and interest of whatever kind in and to the Trademark and Assignee hereby accepts the Transfer of such right, title and interest to the Trademarks. Assignor does further consent to the recordation of this Assignment with any governmental agency.

2. **Further Assurances.** Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other instruments reasonably necessary or appropriate to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment including, without limitation, to execute one or more further assignments covering the Trademarks in a form acceptable for recordation in the United States Patent and Trademark Office or any applicable foreign equivalent.

3. **Power of Attorney.** Assignor agrees, without further consideration, to execute all documents necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives. In the event that Assignor is unable or unwilling to fully perform its obligations under this Assignment, to the extent necessary to perfect such right, title, and interest in and to Assignee, its successors, assigns, and legal representatives, Assignor hereby irrevocably designates and appoints Assignee or its assigns and their duly authorized officers and agents as Assignor’s agents and attorneys-in-fact to act for and in Assignor’s behalf and instead of Assignor, to execute and file any registration, application or other document and to do all other lawfully permitted acts in connection with the Trademarks and related rights assigned to Assignee hereunder.

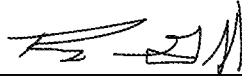
4. **Controlling Law.** This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois without reference to its choice of law rules.

5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted and received via electronic delivery will be treated for all purposes of this Agreement as original signatures and will be deemed valid, binding and enforceable by and against all Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

ASSIGNOR:



Ryan Griffith, Individually

ASSIGNEE:

BRIGHT DIRECTION DENTAL LLC

By: Griffith Partners LLC, Manager

By: _____

Name: Ryan Griffith

Title: Manager

EXHIBIT A
TRADEMARKS

Trademark	App. Number	App. Date	Reg. Number	Reg. Date
Bright Direction	88233685	December 18, 2018	59688849	January 21, 2020

TRADEMARK ASSIGNMENT AGREEMENT ADDENDUM

This TRADEMARK ASSIGNMENT AGREEMENT ADDENDUM (“Addendum”) is made as of April 2, 2021 (the “Addendum Date”) by and between Ryan Griffith, an individual (“Assignor”), and Bright Direction Dental LLC, A Delaware limited liability company (“Assignee”).

Addendum is to clarify the TRADEMARK ASSIGNMENT AGREEMENT (“Agreement”), previously executed by Assignor and Assignee on February 16, 2021, to explicitly include provisions related to the ‘goodwill’ of the business.


Section 1 **Assignment.** of Agreement is amended as follows (changes in italics):

Assignor hereby conveys, transfers, assigns, delivers, and contributes (collectively, the “Transfer”) to Assignee all of Assignor’s right, title and interest of whatever kind in and to the Trademark, as well as the goodwill of the business relating to or in connection with the goods and services used or registered with Trademark, and Assignee hereby accepts the Transfer of such right, title and interest to the Trademarks. Assignor does further consent to the recordation of this Agreement with any governmental agency.

Except as otherwise expressly provided in the Addendum, no other changes to the Agreement shall be made.

IN WITNESS THEREOF, this Addendum has been executed as of the Addendum Date.


ASSIGNOR:



Ryan Griffith, Individual

ASSIGNEE:

BRIGHT DIRECTION DENTAL LLC
By: Griffith Partners LLC, Manager

By: 

Name: Ryan Griffith
Title: Manager