

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787024

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	02/28/2022		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PT Orthodontics, P.C.		01/31/2023	Professional Corporation: ALABAMA
RECEIVING PARTY DATA			
Name:	PT Ortho Management, LLC		
Street Address:	2300 Lakeview Parkway		
Internal Address:	Suite 250		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30009		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4950648	PT ORTHODONTICS	
Registration Number:	4922945	PT	
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:	2024152535		
Email:	efingerhut@dykema.com		
Correspondent Name:	Eric T Fingerhut		
Address Line 1:	1301 K Street, N.W.		
Address Line 2:	Suite 1100 West		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	122225.0009		
NAME OF SUBMITTER:	Eric T. Fingerhut		
SIGNATURE:	/eric t. fingerhut/		
DATE SIGNED:	02/15/2023		
Total Attachments: 5			

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "IP Assignment"), dated as of January 31, 2023, is by and between PT Orthodontics, P.C., an Alabama professional corporation ("Assignor"), and PT Ortho Management, LLC, a Delaware limited liability company ("Assignee").

Recitals

A. Pursuant to that certain Asset Purchase Agreement, made and entered into as of February 28, 2022 (the "Purchase Agreement"), by and among Assignor, Dr. John R. Phillips III, Dr. Mark A. Todd, Dr. W. Riley Dyer, Assignee, and other parties, Assignor sold and Assignee bought the Intellectual Property Rights (as defined in the Purchase Agreement), and described in Exhibit A hereto.

B. Assignor wishes to assign the Intellectual Property Rights (as defined in the Purchase Agreement) to Assignee, described in Exhibit A hereto.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor confirms that it sold, assigned, transferred and conveyed and does hereby sell, assign, transfer and convey to Assignee and its successors and assigns, all rights, title and interest in and to the Intellectual Property Rights (as defined in the Purchase Agreement), and described in Exhibit A hereto, *nunc pro tunc* as of **February 28, 2022**.

2. Assignor hereby covenants and agrees that Assignor will at any time upon the request of Assignee execute and deliver any and all papers and do all lawful acts that may be necessary or desirable to perfect the rights, titles, and interests conveyed to Assignee herein and Assignee's successors and assigns and to permit Assignee and Assignee's successors and assigns to record this IP Assignment with any government office.

3. Assignor hereby constitutes and appoints Assignee and its successors and assigns as its true and lawful attorneys in fact in connection with the transactions contemplated by this instrument, with full power of substitution to demand and receive, in the name and stead of Assignor but on behalf of and for the benefit of Assignee and its successors and assigns, any and all of the intellectual property hereby conveyed, assigned, and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part therefor, and from time to time to institute and prosecute, in the name of Assignor or otherwise, for the benefit of Assignee or its successors and assigns, proceedings at law, in equity, or otherwise, which Assignee or its successors or assigns deem proper in order to collect or reduce to possession or endorse any of the intellectual property, and to do all acts and things in relation to the intellectual property which Assignee or its successors or assigns reasonably deem desirable.

4. This IP Assignment is being delivered pursuant to, and subject to the representations, warranties, covenants and agreements set forth in the Purchase Agreement.

5. This IP Assignment shall bind and inure to Assignor and Assignee and their respective successors and assigns.

6. This IP Assignment shall be governed by and construed in accordance with the laws of the State of Georgia without regard for conflict of law rules, and the applicable laws of the United States of America.

Signature Page Follows

SIGNATURE PAGE TO IP ASSIGNMENT

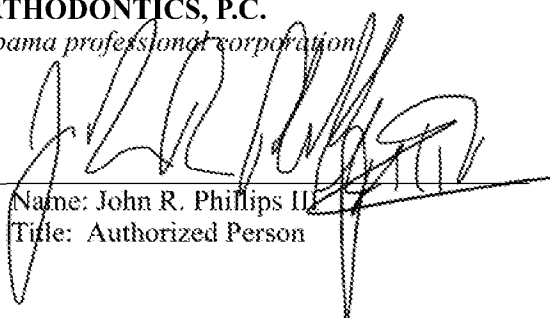
IN WITNESS WHEREOF, Assignor and Assignee have caused this IP Assignment to be executed as of the date first written above.

ASSIGNOR:

PT ORTHODONTICS, P.C.

an Alabama professional corporation

By: _____


Name: John R. Phillips II
Title: Authorized Person

TRADEMARK

REEL: 007970 FRAME: 0718

SIGNATURE PAGE TO IP ASSIGNMENT

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

ASSIGNEE:

PT ORTHO MANAGEMENT, LLC
a Delaware limited liability company

By:  _____
Name: Lee Provow
Title: President

Exhibit A

Intellectual Property Rights (as defined in the Purchase Agreement)

- a. Trademark for PT Orthodontics name (RN:4950648 / SN: 86722430) and logo
 - a. Internet domain names: www.ptortho.com; and www.universityorthodontics.org
 - b. Website www.ptortho.com
 - c. Logo:



(RN: 4922945 / SN: 86730050)