

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817662

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perio Health Professionals, PLLC		06/14/2023	Professional Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	PHC Asset Holdings, LLC		
Street Address:	3400 S. Gessner Road		
Internal Address:	# 102		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77063		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3323761	PERIO HEALTH PROFESSIONALS	
Registration Number:	3301562	SMILE ENGINEERING	
Registration Number:	4348309	ORAL PLASTIC AND RECONSTRUCTIVE SOLUTION	
Registration Number:	3323760	PERIO HEALTH	
Registration Number:	3963447	PERIO HEALTH INSTITUTE	
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:	Suite 1100 West		
Address Line 2:	1301 K Street, N.W.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	121398.0002		
NAME OF SUBMITTER:	Eric T. Fingerhut		
SIGNATURE:	/eric t. fingerhut/		

CH \$140.00 3323761

DATE SIGNED:	06/15/2023
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Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, effective as of June 14, 2023, is made by Perio Health Professionals, PLLC, a Texas professional limited liability company, having its principal place of business at 3400 S. Gessner Road # 102, Houston, Texas 77063 (the “**Assignor**”), and PHP Asset Holdings, LLC, a Delaware limited liability company, having its principal place of business at 3400 S. Gessner Road # 102, Houston, Texas 77063 (together with its successors and assigns, the “**Assignee**”).

The Assignor owns the trademark applications and/or registrations and all common law rights associated therewith, that are listed in Schedule A attached hereto and incorporated herein by reference (collectively, the “**Marks**”).

The Assignor has agreed to assign to the Assignee all of the rights, title, and interests of the Assignor in and to the Marks, and the Assignee has agreed to accept said assignment.

For avoidance of doubt, the trademarks listed below are explicitly excluded from this Trademark Assignment:

- McGuire Institute – Reg. No. 4,292,979
- Perio Health Institute Japan – Reg. No. 3,963,318 (U.S.)
- Perio Health Institute Japan – Reg. No. 6510479 (Japan)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby assigns, transfers, and conveys to the Assignee, and the Assignee, as the successor to the portion of the ongoing and existing business to which the Marks pertain, hereby accepts from the Assignor, all of the rights, title, and interests of the Assignor in and to the Marks, together with the goodwill of the business symbolized by the Marks, with the right to recover for damages and profits and all other remedies for past infringements thereof.

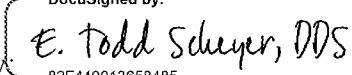
This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

This Trademark Assignment is given pursuant to the terms of the Contribution and Exchange Agreement between the Assignor and the Assignee, dated as of the date of this Assignment (the “**Exchange Agreement**”). The terms and conditions of the Exchange Agreement are incorporated herein by reference. All capitalized terms used herein but not otherwise defined shall have the same meanings as set forth in the Exchange Agreement. In the event of a conflict or inconsistency between the provisions of this Trademark Assignment and the provisions of the Exchange Agreement, the provisions of the Exchange Agreement will prevail.

[Signature page follows]

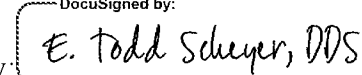
ASSIGNOR:

PERIO HEALTH PROFESSIONALS, PLLC
a Texas professional limited liability company

DocuSigned by:

By: 82E440013658485
Name: Dr. E. Todd Scheyer
Title: President

ASSIGNEE:

PHP ASSET HOLDINGS, LLC
a Delaware limited liability company

DocuSigned by:

By: 82E440013658485
Name: Dr. E. Todd Scheyer
Title: President

[Signature page to Trademark Assignment]

SCHEDULE A

Trademark	Jurisdiction	Owner of Record	Serial No. Filing Date	Registration No. Registration Date	Status
Perio Health Professionals	US	Perio Health Professionals, PLLC	77/163266 4/23/2007	3323761 10/30/2007	Registered
Smile Engineering	US	Perio Health Professionals, PLLC	77/107170 2/14/2007	3301562 10/2/2007	Registered
Oral Plastic and Reconstructive Solutions	US	Perio Health Professionals, PLLC	85/674280 7/11/2012	4348309 6/4/2013	Registered
Perio Health	US	Perio Health Professionals, PLLC	77/163230 4/23/2007	3323760 10/30/2007	Registered
Perio Health Institute	US	Perio Health Professionals, PLLC	85/032557 5/7/2010	3963447 5/17/2011	Registered