

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM841760

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Franklin, Collins and Brunson, L.L.P.		08/31/2023	Limited Liability Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	C&TDG Management, LLC		
<b>Street Address:</b>	2300 Lakeview Pkwy, Suite 250		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30009		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6370177	SMILES OF DRIPPING SPRINGS	
<b>Registration Number:</b>	6377044	SMILES OF AUSTIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029068669		
<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>			
<b>Phone:</b>	2029068600		
<b>Email:</b>	tm@dykema.com, smckeon@dykema.com		
<b>Correspondent Name:</b>	Shannon Marie McKeon c/o Dykema Gossett		
<b>Address Line 1:</b>	1301 K Str., N.W., Suite 1100		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	122225.0011		
<b>NAME OF SUBMITTER:</b>	Shannon Marie McKeon		
<b>SIGNATURE:</b>	/Shannon Marie McKeon/		
<b>DATE SIGNED:</b>	09/25/2023		
<b>Total Attachments: 5</b>			
source=Trademark Assignment Agreement#page1.tif			
source=Trademark Assignment Agreement#page2.tif			
source=Trademark Assignment Agreement#page3.tif			

CH \$65.00 6370177

source=Trademark Assignment Agreement#page4.tif

source=Trademark Assignment Agreement#page5.tif

## **TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the “Assignment”) is made as of August 31, 2023 (the “Effective Date”), by and between Franklin, Collins and Brunson, L.L.P., a Texas limited liability partnership (the “Seller”), and C&TDG Management, LLC, a Delaware limited liability company (the “MC Buyer”, and together with the Seller, the “Parties”).

### WITNESSETH

WHEREAS, the Parties entered into that certain Asset Purchase Agreement dated as of the Effective Date (the “Purchase Agreement”) whereunder Seller agreed to sell to MC Buyer all of Seller’s rights, title, and interests in and to any and all trademark rights, service marks, trade dress, trade names, logos, slogans, corporate names, and other indicia of source and registrations and applications for registration thereof together with all of the goodwill associated therewith as set forth on Schedule A attached hereto (“Trademarks”); and

WHEREAS, pursuant to the Purchase Agreement, Seller is the owner of the entire right, title and interest in and to the Trademarks, Seller hereby agrees to assign, transfer, and convey the Trademarks to MC Buyer and MC Buyer hereby accepts from Seller the Trademarks, with the right to recover for damages and profits and all other remedies for past infringements thereof.

NOW THEREFORE, each of the Parties, in consideration of the mutual agreements set forth below (the mutuality, adequacy, and sufficiency of which are hereby acknowledged), hereby agrees, intending to be legally bound, as follows:

1. Pursuant to, and upon the terms of, the Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to MC Buyer, its successors, legal representatives, and assigns, and MC Buyer has agreed to accept all rights, title and interests of Seller in and to the Trademarks, including any and all applications, registrations, and common law marks, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of the Trademarks and the right to sue for and collect the same for its own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Seller, for good and valuable consideration, the receipt and sufficiency of which is acknowledged herein and in the Purchase Agreement, does hereby sell, convey, transfer and assign to MC Buyer, and MC Buyer hereby accepts the sale, conveyance, transfer and assignment of all rights, title and interests of Seller in and to any and all Trademarks throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller under the Trademarks.

3. Seller authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademarks listed on Schedule A, and title thereto, as the property of MC Buyer, its

successors, legal representatives and assigns, in accordance with the terms of this instrument, provided that any such recording shall be at the sole expense of MC Buyer.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or MC Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

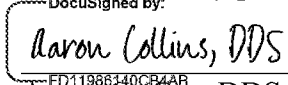
7. This Assignment shall be governed by and construed in accordance with federal law, to the extent applicable, and, where state law is implicated, the internal laws of the State of Texas, without giving effect to any principles of conflicts of law.

*[Signatures appear on following pages]*

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Assignment by their duly authorized representatives as of the the Effective Date.

**SELLER:**

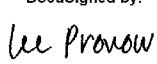
**FRANKLIN, COLLINS AND BRUNSON, L.L.P.**,  
a Texas limited liability partnership

By:  \_\_\_\_\_  
Name: Aaron Collins, DDS  
Title: Representative

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Assignment by their duly authorized representatives as of the the Effective Date.

**MC BUYER:**

**C&TDG MANAGEMENT, LLC,**  
a Delaware limited liability company

By:  \_\_\_\_\_  
Name: Lee Provow  
Title: President

**Schedule A**

***Trademarks***

<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status of Mark</b>	<b>Owner/Applicant</b>
SMILES OF DRIPPING SPRINGS	90193796	9/19/2020	6370177	6/1/2021	Registered	Franklin, Collins and Brunson, L.L.P.
SMILES OF AUSTIN	90193802	9/19/2020	6377044	6/8/2021	Registered	Franklin, Collins and Brunson, L.L.P.