

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479305

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jason E. McMillan DMD, PC		06/25/2018	Corporation: OREGON
RECEIVING PARTY DATA			
Name:	Mint Dentistry, PLLC		
Street Address:	5307 E. Mockingbird Ln. #325		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75206		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85983436	MINT	
Serial Number:	85791937	MINT	
CORRESPONDENCE DATA			
Fax Number:	2142728915		
<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:	2144168400		
Email:	kimlucas@mintdentistry.com		
Correspondent Name:	Kim Lucas		
Address Line 1:	5307 E. Mockingbird Ln. #325		
Address Line 4:	Dallas, TEXAS 75206		
NAME OF SUBMITTER:	Kim Lucas		
SIGNATURE:	/Kim Lucas/		
DATE SIGNED:	06/25/2018		
Total Attachments: 4			
source=Recordable Trademark Assignment Executed#page1.tif			
source=Recordable Trademark Assignment Executed#page2.tif			
source=Recordable Trademark Assignment Executed#page3.tif			
source=Recordable Trademark Assignment Executed#page4.tif			

OP \$65.00 85983436

Recordable Trademark Assignment

This Trademark Assignment ("Assignment") is entered into effective June 11, 2018 ("Effective Date"), by and between Jason E. McMillan DMD, PC, an Oregon Professional Corporation ("Assignor") and Mint Dentistry, PLLC, a Texas Limited Liability Company ("Assignee"). Assignor and Assignee are each a "Party" and collectively referred to herein as the "Parties."

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title, and interest in and to those trade name, trademarks, service marks, mark registrations, mark applications, and common law marks set forth in the attached Schedule A (collectively, the "Marks");

WHEREAS, pursuant to the contemporaneously executed Settlement Agreement and Mutual Release and Trademark License Agreement between the Parties (the "Contemporaneous Agreements"), Assignor will retain certain rights to the Marks after the execution of this Assignment;

NOW, THEREFORE, for the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to the Marks set forth in Schedule A hereto, any goodwill associated with such Marks, and any and all existing causes of action and/or claims for infringement of the Marks, except for as provided in the Trademark License Agreement contemporaneously executed.

2. **Assignor Representations and Warranties.** Assignor represents and warrants that it owns the entire, right, title and interest in and to the Marks; all registrations for the Marks are currently valid and in full force and effect; that Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark rights with respect to the Marks to any other person or entity; there are no liens or security interests against the Marks; Assignor has the authority necessary to enter into this Agreement and execution and delivery of this Agreement has been duly and validly authorized; and execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party.

3. **Cooperation.** The Parties shall, and shall cause their employees, affiliates, successors and assigns to, execute all documents and take all additional steps reasonably necessary to perform under the intent of this Assignment.
4. **Agreement on Use.** Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as expressly authorized in the Trademark License Agreement executed contemporaneously with this Agreement. Assignor agrees not to challenge Assignee's use or ownership of the Marks. This Agreement shall be binding on and shall inure to the benefit of the parties of this Agreement and their successors and assigns. Assignor and Assignee agree that the terms of this Agreement shall take precedence over any contrary terms in the Trademark License Agreement.
5. **Disclaimer.** Notwithstanding anything in this Assignment to the contrary, the Marks are assigned and assumed on an "as is" basis with no representations or warranties, and assignor hereby excludes and disclaims any express or implied representations or warranties of any kind with respect to the assigned marks, including those regarding merchantability, fitness for a particular purpose and non-infringement and any warranties implied by any course of dealing or trade usage. Assignor shall not be liable under any legal or equitable theory for any direct, indirect, special, incidental, consequential, punitive, or exemplary damages of any kind in connection with this agreement even if Assignee has been advised of the possibility of such damages.
6. **General Provisions.** This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment, along with the Contemporaneous Agreements, constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Assignment shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Assignment is determined to be invalid or unenforceable, then the remainder of the Assignment shall remain valid and enforceable as if the Assignment did not contain the invalid or unenforceable provision.
7. **Dispute Resolution.** Excepting matters for injunctive relief, any claim or controversy arising out of or relating to this Agreement shall be settled first by the Parties' good faith effort to mediate. Mediation may be instituted at the request of either Party. If the

Parties' dispute is not resolved by mediation, as outlined above, the Parties shall submit their dispute to a state or federal court that has subject matter jurisdiction to resolve the claims.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment on this 25th day of June, 2018.

ASSIGNOR - JASON E. McMILLAN DMD, PC

By: _____

Name: Dr. Jason E. McMillan

Title: President

ASSIGNEE - MINT DENTISTRY, PLLC

By: _____

Name: Dr. Field G. Harrison

Title: CEO

Schedule A

Marks registered with the USPTO:

1. "MINT"
Class: 44
Application No. 85/983,436
Filing Date: November 30, 2012
Registration No. 4,706,217
Registration Date: March 24, 2015

2. "MINT"
Class: 35 & 41
Application No. 85/791,937
Filing Date: November 30, 2012
Registration No. 5,059,757
Registration Date: October 11, 2016

Recordable Trademark Agreement
Page 4 of 4

Assignor: 
Assignee: 