

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Handpiece Headquarters Corporation

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Handpiece Parts & Repairs, Inc.  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 135 Duryea Road  
City: Melville State: NY Zip: 11747

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: December 17, 2003

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

B. Trademark Registration No.(s) 2,611,917  
 2,438,541 and 2,667,891

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Anna Jakobsson  
 Internal Address: Donovan & Yee LLP  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 110 Greene Street, Suite 700  
 \_\_\_\_\_  
 City: New York State: NY Zip: 10012


6. Total number of applications and registrations involved: ..... 3

7. Total fee (37 CFR 3.41).....\$ 90.00  
 Enclosed  
 Authorized to be charged to deposit account


8. Deposit account number:  
 500357

DO NOT USE THIS SPACE

9. Signature.  
 Anna Jakobsson  
 Name of Person Signing

  
 Signature

3/17/04  
 Date

Total number of pages including cover sheet, attachments, and document: 

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

CH \$90.00 500357 2611917

## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made and entered into as of December 17, 2003, by and among Handpiece Headquarters Corporation, a Delaware corporation ("Assignor"), and Handpiece Parts & Repairs, Inc. a Delaware corporation ("Assignee"). Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement of even date herewith (the "Purchase Agreement"), pursuant to which, subject to the terms and conditions set forth therein, Assignee is purchasing substantially all of the Assets of Assignor, including, but not limited to, the trademarks, trade names and domain names of Assignor ("Trademarks");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign all of its Trademarks to Assignee, and Assignee has agreed to accept the transfer by Assignor of its right, title and interest in and to the Trademarks, including the entire business or portion thereof to which the Trademarks pertain, together with the goodwill of the Business associated with the Trademarks;

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

1. Effective as of the date hereof (the "Effective Time"), Assignor hereby assigns, sells, transfers, and sets over to Assignee all of Assignor's rights, title and interest in, to and under all of the Assignor's United States and foreign Trademarks, together with the goodwill of the Business associated therewith, including, without limitation, the Trademarks listed on Schedule A annexed hereto and incorporated herein by reference, the goodwill of the Business associated with the Trademarks and all rights to sue for infringement of any Trademarks, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other foreign jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor covenants and agrees to, at the request and expense of Assignee, execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in Assignee title to the Trademarks.

3. Assignee covenants and agrees to file this Assignment with the United States Patent and Trademark Office (the "PTO"), at Assignee's expense, in accordance with the procedures required by the PTO, and to take such other action as may be required by the PTO to more effectively establish Assignee as owner or applicant of the Trademarks, as the case may be.

4. The terms of the Purchase Agreement, including but not limited to Assignor's and Assignee's representations, warranties, covenants, agreements and indemnities relating to the Trademarks are incorporated herein by reference. Each party acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to its provisions concerning conflicts or choice of laws.

[end of text]



IN WITNESS WHEREOF, the parties have executed and delivered this Assignment as of the date first set forth above.

HANDPIECE HEADQUARTERS CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

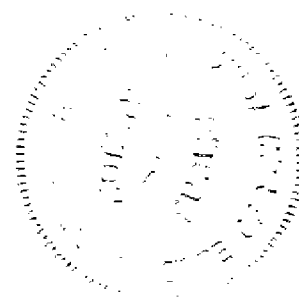
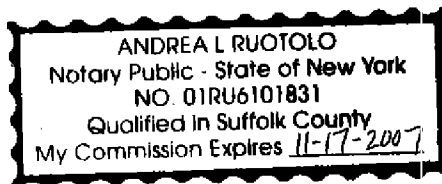
HANDPIECE PARTS & REPAIRS, INC.

By: Mark Mlatek  
Name:  
Title:

State of New York )  
County of Suffolk ) ss.:

On this 18<sup>th</sup> day of December, 2003, before me personally appeared Mark Mlatek, Senior VP of Handpiece Parts & Repairs, Inc., who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within written instrument and who acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, he, or the entity upon behalf of which he acted, executed the instrument.

Witness my hand and official seal.  
Andrea L. Ruotolo  
Notary Public



State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2003, before me personally appeared \_\_\_\_\_ of Handpiece Headquarters Corporation, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within written instrument and who acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument of the person, he, or the entity upon behalf of which he acted, executed the instrument.

Witness my hand and official seal.  
\_\_\_\_\_  
Notary Public

**SCHEDULE A****TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Country</u>	<u>Mark</u>	<u>Appl. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Benelux	HANDPIECE HEADQUARTERS	978212	11/21/2000	688237	10/1/2001
	SCORE	978594	11/24/2000	695423	1/2/2002
	EZ PRESS	976554	10/27/2000	696220	2/1/2002
	Score and Design	976555	10/27/2000	696221	2/1/2002
China	HANDPIECE HEADQUARTERS	2001060293	4/16/2000	1954077	10/21/2002
ECTM	HANDPIECE HEADQUARTERS	1976471	11/28/2000	1976471	1/25/2002
	Score and Design	1587658	3/24/2000	1587658	9/20/2001
France	HANDPIECE HEADQUARTERS	3068268	12/1/2000	00/3068268	5/4/2001
Germany	HANDPIECE HEADQUARTERS	30084634.7/37	11/16/2000	30084634	6/11/2001
Italy	HANDPIECE HEADQUARTERS	T02001C000165	1/18/2001		
Malaysia	HANDPIECE HEADQUARTERS	01/07762			
	HANDPIECE HEADQUARTERS	01/07761			
Singapore	HANDPIECE HEADQUARTERS	T01/09111Z	6/20/2001	T01/09111Z	6/20/2001
	HANDPIECE HEADQUARTERS	T01/09112H	6/20/2001	T01/09112H	6/20/2001
South Africa	HANDPIECE HEADQUARTERS	2000/22725			
Taiwan	HANDPIECE HEADQUARTERS	90025246	6/20/2001	171072	10/16/2002
	HANDPIECE HEADQUARTERS	90025247	6/20/2001	166113	7/16/2002
U.K.	HANDPIECE HEADQUARTERS	2253285	11/17/2000	2253285	4/27/2001
U.S.	HANDPIECE HEADQUARTERS	76/179205	12/11/2000	2611917	8/27/2002
	SCORE INTERNATIONAL INC and Design	76/016167	4/4/2000	2438541	3/27/2001

	E-Z PRESS III	76/150997	10/23/2000	2667891	12/31/2002
Canada	Handpiece Headquarters			TMA 586398	
Indonesia	Handpiece Headquarters	J00.2001. 013837-13923		509730	