

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
CAESY Education Systems, Inc		05/11/2004	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Patterson Dental Supply, Inc.		
<b>Street Address:</b>	1031 Mendota Heights Road		
<b>City:</b>	St. Paul		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55120		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2617638	CAESY	
Registration Number:	2345846	THE SMILE CHANNEL	
Registration Number:	2401069	DENTISTRY ONLINE	
Registration Number:	2127900	BEAUTIFUL SMILES	
Registration Number:	2429885	SMILELINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)977-8650		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-977-8676		
<b>Email:</b>	ip@briggs.com		
<b>Correspondent Name:</b>	Andrea M. Bond / Briggs & Morgan, P.A.		
<b>Address Line 1:</b>	80 South 8th Street		
<b>Address Line 2:</b>	2200 IDS Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Andrea M. Bond		

**CH \$140.00 2617638**

Signature:

/Andrea M. Bond/

Date:

01/19/2005

**Total Attachments: 3**

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## TRADEMARK AND SERVICE MARK ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") dated as of the 11<sup>th</sup> day of May, 2004, is from CAESY EDUCATION SYSTEMS, INC., a Delaware corporation (hereinafter "Assignor"), to PATTERSON DENTAL SUPPLY, INC., a Minnesota corporation (hereinafter "Assignee"), pursuant to that certain Asset Purchase Agreement by and between Assignor and Assignee, entered into of even date.

### RECITALS

A. Assignor is the owner of record of those U.S. trademark and service mark registrations, listed on Exhibit A, including the goodwill associated therewith; and

B. The parties desire that Assignee own the entire right, title and interest in and to the trademark and services mark registrations listed on Exhibit A attached hereto, including the goodwill associated therewith.

### ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration paid to Assignor by Assignee, receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in and to the trademark and service mark registrations identified in Exhibit A attached hereto, along with the goodwill associated therewith, and further including, but not limited to, the right to sue and recover for past damages, said Assignment to be effective as of the close of the Company's business on the date hereof.

Assignor hereby agrees that Assignee shall have the right to record this instrument of Assignment in the United States Patent and Trademark Office so as to establish Assignee as the owner of record of the applied for and registered trademarks and service mark as listed in Exhibit A.

Assignor further agrees, at the request of the Assignee and without charge or cost to Assignee, to execute and have executed any and all other documents of any kind whatsoever, and to provide any information that is in Assignor's possession or under its control that may be reasonably required to carry out the terms and intent of this Assignment; and to fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of Assignment with the United States Patent and Trademark Office so that Assignee's ownership of the assigned trademark and service mark registrations are duly made of record in the United States.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date first written above.

CAESY EDUCATION SYSTEMS, INC.

By Robert S. Am  
Its PRESIDENT & CEO

STATE OF WA )  
 ) ss.  
COUNTY OF CLARK )

On this 11<sup>th</sup> day of May, 2004, before me personally appeared Robert S. Am, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]



Amanda A. Gilmore  
Notary Public

[SIGNATURE PAGE TO TRADEMARK AND SERVICE MARK ASSIGNMENT

**EXHIBIT A  
TO  
TRADEMARK AND SERVICE MARK ASSIGNMENT**

**Registered Trademarks:**

**CAESY**

Principal Register, Reg. No.: 2,617,638

Registration Date: September 10, 2002

Owner of Record with USPTO: CAESY Education Systems, Inc.

**The Smile Channel**

Principal Register, Reg. No. 2,345,846

Registration Date: April 25, 2000

Owner of Record with USPTO: CAESY Education Systems, Inc.

**Dentistry Online**

Supplemental Register, Reg. No. 2,401,069

Registration Date: October 31, 2000

Owner of Record with USPTO: CAESY Education Systems, Inc.

**Beautiful Smiles**

Supplemental Register, Reg. No. 2,127,900

Registration Date: January 6, 1998

Owner of Record with USPTO: CAESY Education Systems, Inc.

**SMILELINK**

Principal Register, Reg. No.: 2,429,885

Registration Date: February 20, 2001

Owner of Record with USPTO: Dentistry Online, Inc.