

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HS TM, LLC		12/27/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	DEXIS, LLC
Street Address:	901 W. Oakton Street
City:	Des Plaines
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2232200	VIPERSOFT
Registration Number:	2823749	VIPER RAY
Registration Number:	2582984	IMAGECAM
Registration Number:	2230904	VIPERCAM
Registration Number:	2432536	INTEGRA MEDICAL
Registration Number:	2432535	INTEGRA MEDICAL CONNECTING THE WORLD
Registration Number:	3139916	EASY RAY

CORRESPONDENCE DATA

Fax Number: (617)526-5000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 617-526-6448
 Email: huelinh.tran@wilmerhale.com
 Correspondent Name: Michael J. Bevilacqua, Esq.
 Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP

OP \$190.00 2232200

Address Line 2: 60 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	120.5100.481
NAME OF SUBMITTER:	Michael J. Bevilacqua
Signature:	/michael j. bevilacqua/
Date:	01/03/2007

Total Attachments: 4
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is executed and delivered by HS TM, LLC, a Delaware limited liability company ("Assignor"), in favor of DEXIS, LLC, a Delaware limited liability company ("Assignee"). All capitalized terms used in this Assignment and not defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement, dated as of January 2, 2007, by and among Dentrix Dental Systems, Inc., a Utah corporation, Henry Schein, Inc., a Delaware corporation ("Guarantor"), and Assignee (the "Agreement").

WHEREAS, this Assignment is executed and delivered in connection with the Agreement, pursuant to the terms and conditions of which Seller and Guarantor agreed to cause Assignor to sell, assign, convey, transfer and deliver to Assignee, and Assignee agreed to purchase, all right, title and interest in, to and under each Trademark that is an Acquired Asset (the "Acquired Trademarks") and set forth on Annex 1 attached hereto, free and clear of all Liens, other than Permitted Liens; and

WHEREAS, Assignor has used, is using and owns the Acquired Trademarks;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and its successors and assigns, all right, title and interest in, to and under the Acquired Trademarks, including without limitation the right to sue for past infringements.
2. No Modification of Representations, Warranties, Rights, Remedies, or Obligations. Assignor, by its execution of this Assignment, and Assignee, by its acceptance of this Assignment, hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument. This Assignment is entered into pursuant to, and is subject to the terms and conditions of, the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern and control.
3. Choice of Law. This Assignment shall be governed by, and all disputes, claims or controversies relating to, arising out of, or in connection with this Assignment, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination, shall be resolved in accordance with the laws of the State of New York without regard to its conflict of laws rules (other than Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York). In the event that a dispute, claim or controversy relating to, arising out of, or in connection with this Assignment is not subject to a claim of specific performance pursuant to Section 8.6 of the Agreement or arbitrable pursuant to Section 8.17 of the Agreement, such dispute, claim or controversy shall be subject to the exclusive jurisdiction of the

New York courts and no others. The parties hereby consent to the jurisdiction of the above designated courts and to the service of process by registered mail, return receipt requested, or by any other manner provided by the laws of the State of New York.

4. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute one and the same instrument. Any signature page delivered by a facsimile machine shall be binding to the same extent as an original signature page with regard to any agreement subject to the terms hereof or any amendment thereto. A party that delivers a signature page in this manner agrees to later deliver an original counterpart to the other party.

[SIGNATURE PAGE FOLLOWS]

Witness my hand and seal this 27 day of December, 2006.

HS TM, LLC, as Assignor

By: [Signature]

Name: Michael Ettinger

Title: General Counsel, SVP & Secretary

County of Suffolk
State of New York ss.

Then personally appeared the above named Michael Ettinger of Assignor and acknowledged the foregoing act to be his free act and deed, before me, this 27 day of December, 2006.

[Signature]
Notary Public

My commission expires: April, 2007

JACQUELINE COX
Notary Public, State of New York
NO. 01CO6090671
Qualified in Suffolk County
Commission Expires April 21, 2007

Signature Page to Trademark Assignment

ANNEX 1 TO TRADEMARK ASSIGNMENT

Registered Trademarks:

Item	Registration Number	Title	Jurisdiction	Registration Date	Registered Owner
Registered Trademark	2232200	VIPERSOFT	US	3/16/99	HS TM, LLC
Registered Trademark	2823749	VIPER RAY	US	3/16/04	HS TM, LLC
Registered Trademark	2582984	IMAGECAM	US	6/18/02	HS TM, LLC
Registered Trademark	2230904	VIPERCAM	US	3/9/99	HS TM, LLC
Registered Trademark	2432536	INTEGRA MEDICAL	US	3/6/01	HS TM, LLC
Registered Trademark	2432535	INTEGRA MEDICAL CONNECTING THE WORLD	US	3/6/01	HS TM, LLC
Registered Trademark	3139916	EASY RAY	US	9/5/06	HS TM, LLC

Common Law Trademarks/Trade Names:

ImageRAYi/ViperRAYi

ImagecamHD

ImageRay