

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
Dental Components, Inc.		07/22/2005	CORPORATION: OREGON
RECEIVING PARTY DATA			
Name:	Dental Equipment, LLC		
Street Address:	11727 Fruehauf Drive		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28273		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	0825368	MAGNA-CLAVE	
Registration Number:	1481516	VALIDATOR	
CORRESPONDENCE DATA			
Fax Number:	(212)230-8888		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2129377237		
Email:	jane.pinzow-naidoff@wilmerhale.com		
Correspondent Name:	Jane Pinzow-Naidoff, Esq.		
Address Line 1:	399 Park Avenue		
Address Line 2:	Wilmer Cutler Pickering Hale & Dorr LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	2002821-146		
NAME OF SUBMITTER:	Jane Pinzow-Naidoff		
Signature:	/Jane Pinzow-Naidoff/		

CH \$65.00 0825368

Date:

10/17/2007

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 22, 2005, by and among Dental Components, Inc., an Oregon corporation, DCI Equipment, LLC, an Oregon limited liability company, and SP&C WD, LLC, an Oregon limited liability company (collectively, "Assignors"), and Dental Equipment, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignors are the owner of those trademarks and the registrations included in the Acquired Assets and identified in the attached Schedule A (the "Trademarks"); and

WHEREAS, Assignee desires to acquire all of Assignors' right, title and interest in and to the Trademarks; and

WHEREAS, Assignors and Assignee have entered into that certain Asset Transfer Agreement made and entered into as of the 22 day of July, 2005 (the "Transfer Agreement"), pursuant to which Assignors have agreed to sell, assign, convey, transfer and deliver to Assignee all of Assignors' right, title and interest in and to the Trademarks free and clear of all Liens.

NOW, THEREFORE, in consideration and for promises and covenants set forth in the Transfer Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Transfer Agreement.
2. **Assignment.** Assignors hereby assign, transfer and deliver unto Assignee good title to and under the Trademarks, together with the goodwill connected with the use or and symbolized by said Trademarks, free and clear of all Liens. Assignors further assign to Assignee all causes of action of Assignors against a third party for infringement of any and all of the Trademarks that may have accrued as of the date set forth above.
3. **Terms of Transfer Agreement.** The terms of the Transfer Agreement, including but not limited to Transferors' covenants and agreements relating to the Acquired Assets, are incorporated herein by this reference. Transferors acknowledge and agree that the terms of the Transfer 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 Transfer Agreement and the terms hereof, the terms of the Transfer Agreement shall govern and control.
4. **Further Assurances.** From time to time after the date hereof, each of the parties shall, upon request by any other party and without further consideration, execute, acknowledge and deliver all such other instruments of sale, assignment, conveyance and transfer, and shall take all such other commercially reasonable action, in each case to the extent required to give effect to the transactions in accordance with the terms of this Assignment.

5. **Governing Law.** This Assignment shall be governed by, and all disputes, claims or controversies relating to, arising out of, or in connection with this Agreement shall be resolved in accordance with the Laws of the State of Delaware without regard to its conflict of laws rules.

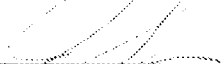
6. **Counterparts.** This Assignment may be executed in multiple counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Facsimile transmission of any signed original document, and retransmission of any facsimile transmission, shall be the same as delivery of any original document. At the request of any party, the other parties shall confirm facsimile transmitted signatures by signing an original document.

7. **Filing and Recording.** This Assignment may be filed and recorded among the records of the United States Patent and Trademark Office, or other relevant government agency.


[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the day and year first written above.


DENTAL COMPONENTS, INC.

By: 
Name: John W. Spencer
Title: President


DCI EQUIPMENT, LLC

By: 
Name: John W. Spencer
Title: Manager

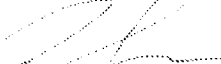
P&C RP, LLC

By: 
Name: John W. Spencer
Title: Manager

SP&C WD, LLC

By: 
Name: John W. Spencer
Title: Manager

DENTAL EQUIPMENT, LLC

By: 
Name: John W. Spencer
Title: Manager

Schedule A

List of U.S. Trademarks

<u>Trademark</u>	<u>App./Reg. No.</u>	<u>Country</u>	<u>Owner</u>
Magna-Clave	0825368	United States	Dental Components, Inc.
Panopro	1311774	United States	Dental Components, Inc.
Validator	1481516	United States	Dental Components, Inc.
Virtual Positioning	2224530	United States	Dental Components, Inc.
Vitapulp (and design)	0808901	United States	Dental Components, Inc.
Ergosoothe	78496238	United States	Pelton & Crane

List of Foreign Trademarks

<u>Trademark</u>	<u>App./Reg. No.</u>	<u>Country</u>	<u>Owner</u>
Magna-Clave	TMA 204040	Canada	Dental Components, Inc.
Pelton & Crane (Stylized Logo)	68043	Israel	The Pelton & Crane Company
Pelton & Crane (Stylized)	B1555-1988	Hong Kong	The Pelton & Crane Company
Spirit	1738896	Argentina	Siemens Medical Systems, Inc.
Spirit	721153	Australia	Siemens Aktiengesellschaft
Spirit	25665	Estonia	Sirona Dental Systems GmbH & Co.
Spirit	39627939.2	Germany	Sirona Dental Systems GmbH & Co.
Spirit	131185	Greece	Siemens Aktiengesellschaft
Spirit	735548	India	Siemens Aktiengesellschaft
Spirit	403199	Indonesia	Siemens Aktiengesellschaft
Spirit	81256	Iran	Siemens Aktiengesellschaft
Spirit	202844	Ireland	Siemens Aktiengesellschaft