

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

Name	Formerly	Execution Date	Entity Type
BriteSmile Professional, Inc		09/11/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	BriteSmile Professional, LLC
Street Address:	8550 Higuera Street
Internal Address:	c/o Nancy Quan
City:	Culver City
State/Country:	CALIFORNIA
Postal Code:	90232
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76329075	BRITESMILE
Serial Number:	75594536	BRITE SMILE
Serial Number:	75890950	BRITE SMILE
Serial Number:	76086601	BRITESMILE ASSOCIATED TEETH WHITENING CENTER
Serial Number:	78236317	BRITESMILE TO GO
Serial Number:	75594154	KEEPS WHITE TEETH WHITE
Serial Number:	76086724	SMILE ASSURANCE
Serial Number:	76095672	SPEED & BEAUTY
Serial Number:	78204008	STABRITE
Serial Number:	76076079	WHITENING AT THE SPEED OF LIGHT

CORRESPONDENCE DATA

Fax Number: (310)845-8619
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$265.00 76329075

Phone: (310) 845-8501
Email: nancyq@discusdental.com
Correspondent Name: Nancy N. Quan
Address Line 1: 8550 Higuera Street
Address Line 2: Discus Dental, LLC
Address Line 4: Culver City, CALIFORNIA 90232

NAME OF SUBMITTER:	Nancy N. Quan
Signature:	/Nancy N. Quan/
Date:	11/01/2007

Total Attachments: 5

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ASSIGNMENT
(Intellectual Property)

ASSIGNOR: BriteSmile Professional, Inc.
8550 Higuera Street
Culver City, CA 90232
ASSIGNEE: BriteSmile Professional, LLC
8550 Higuera Street
Culver City, CA 90232

ASSIGNED SUBJECT MATTER

THIS ASSIGNMENT, made this 11th day of September, 2007 by BriteSmile Professional, Inc., 8550 Higuera Street, Culver City, California 90232 (hereinafter referred to as Assignor); the Trademarks listed in Appendix A (herein refer to as "Marks"), in which ASSIGNOR has any right, title, or interest, and related rights as defined to include:

- A. All goodwill of the business symbolized by the Marks listed in Appendix A:
- B. All rights and causes of action to enforce the rights associated with each Mark listed in Appendix A in all countries, including all rights to claim and recover damage and compensation for past or continuing infringements of or violation of rights to any Mark listed in Appendix A in all relevant jurisdictions and all rights to apply in any or all countries of the world for trademarks, including without limitation under any convention, treaty, agreement or understanding.

NOW, THEREFORE, as part of the transfer of certain business and assets to which the Marks are related, and for good and valuable consideration, the receipt of which from ASSIGNEE is hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE, its successors and assigns, the entire right, title and interest in and to each and every Mark as listed in Appendix A.

ASSIGNOR hereby covenants that ASSIGNOR has full right to convey the entire interest herein assigned and that ASSIGNOR has not executed and will not execute any agreement in conflict herewith.

ASSIGNOR hereby authorizes and requests the Commissioner of Trademarks of the United States to record the Assigned Marks in the name of the ASSIGNEE, its successors and assigns, in accordance with the terms of this instrument.

ASSIGNOR further agrees that it will communicate to ASSIGNEE any facts known to ASSIGNOR respecting the Marks, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths and declarations, and generally do everything reasonably

possible to aid ASSIGNEE to perfect title to, and obtain and enforce in all countries the properties and rights which comprise the Assigned Marks.

The terms and conditions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, its successor, assigns and other legal representatives.

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IN WITNESS WHEREOF, ASSIGNOR has made this assignment effective as of September 11th, 2007.

“ASSIGNOR”

BriteSmile Professional, Inc.
A California corporation

By: [Signature]
Name: Michael Treiman
Title: General Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

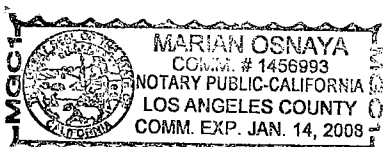
Date: 9/11/07

[Signature]
Michael Treiman

United States of America)
State of CALIFORNIA) ss.:
County of Los Angeles)

On September 11, 2007 personally appeared before me, Marian Osnaya,
Notary Public, personally appeared Michael Treiman ~~known to me~~ (or proved to me on the basis
of satisfactory evidence) to be the person(s) whose name(s) are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

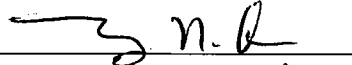
Witness my hand and official seal:



[Signature]
Marian Osnaya, Notary Public
My commission expires: Jan. 14, 2008

Accepted as of Sept. 14, 2007

“ASSIGNEE”
BriteSmile Professional, LLC
A California Limited Liability Company

By: 
Name: NANCY N QUAN
Title: VP & Chief IP Counsel

Appendix A – Marks

Mark	Serial No.	Reg. No.	Country
BRITESMILE	76/329075	2671645	United States
BRITESMILE	75/594536	2437483	United States
BRITESMILE	75/890950	2653132	United States
BRITESMILE ASSOCIATED TEETH WHITENING CENTERS	76/086601	2812043	United States
BRITESMILE TO GO	78/236317	3030081	United States
KEEPS WHITE TEETH WHITE	75/594154	2759140	United States
SMILE ASSURANCE	76/086724	2512157	United States
SPEED AND BEAUTY	76/095672	2512185	United States
STABRITE	78/204008	2902325	United States
WHITENING AT THE SPEED OF LIGHT	76/076079	2494184	United States

