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
Discus Dental, Inc.		09/24/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Disucs Dental, 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: 6

Property Type	Number	Word Mark
Serial Number:	74221054	NITE WHITE
Serial Number:	78198219	POWER BLEACH EXCEL 3
Serial Number:	74485051	
Serial Number:	74485371	
Serial Number:	76552533	ENDOVAC
Serial Number:	75383215	TI-TEC TC

CH $165.00 74221054

CORRESPONDENCE DATA

Fax Number: (310)845-8619
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (310) 845-8501
Email: nancyq@discusdental.com
Correspondent Name: Nancy 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: Discus Dental, Inc.
8550 Higuera Street
Culver City, CA 90232
ASSIGNEE: Discus Dental, LLC
8550 Higuera Street
Culver City, CA 90232

POST
SEP 26 2007

COPY

ASSIGNED SUBJECT MATTER

THIS ASSIGNMENT, made this 24th day of September, 2007 by Discus Dental, Inc., addressed 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

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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 24th, 2007.

"ASSIGNOR"

Discus Dental, Inc.
A California corporation

By: _____
Name: Michael Treiman
Title: General Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

On September 24 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) is/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:

MARIAN OSNAYA
COMM. # 1456993
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
COMM. EXP. JAN. 14, 2008

_____
Marian Osnaya, Notary Public
My commission expires: Jan. 14. 2008

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Accepted as of 9/24, 2007

"ASSIGNEE"
Discus Dental, LLC
A California Limited Liability Company

By: _____
Name: Nancy N Auon
Title: Vice-President and Chief IP Counsel

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Appendix A – Marks

Trademark	Serial No:	Registration No:
NITE WHITE	74/221054	1746277
POWER BLEACH EXCEL 3	78/198219	2877981
WAVE (design only)	74/485051	2007353
WAVE (design only)	74/485371	1998958
ENDOVAC	76/552533	2959095
TI-TEC TC	75/383215	2231805