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
Spectrum Dental, Inc.		09/11/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Spectrum 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: 3

Property Type	Number	Word Mark
Serial Number:	75352941	CONTRAST A.M.
Serial Number:	74494819	CONTRAST P.M.
Serial Number:	75270479	FAST DAM

CORRESPONDENCE DATA

900090842

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 N. Quan Address Line 1: 8550 Higuera Street Address Line 2: Discus Dental, LLC

Culver City, CALIFORNIA 90232 Address Line 4:

NAME OF SUBMITTER: Nancy N. Quan

/Nancy N. Quan/ Signature:

TRADEMARK

REEL: 003652 FRAME: 0402

Date:	11/01/2007
Total Attachments: 5 source=TM Assignments, Spectrum Dental source=TM Assignments, Spectrum Dental source=TM Assignments, Spectrum Dental source=TM Assignments, Spectrum Dental	Inc to LLC, 11 Sept 2007#page2.tif Inc to LLC, 11 Sept 2007#page3.tif

source=TM Assignments, Spectrum Dental Inc to LLC, 11 Sept 2007#page5.tif

TRADEMARK REEL: 003652 FRAME: 0403

ASSIGNMENT (Intellectual Property)

ASSIGNOR: Spectrum Dental, Inc.

8550 Higuera Street

Culver City, CA 90232

ASSIGNEE: Spectrum Dental, LLC

8550 Higuera Street Culver City, CA 90232

ASSIGNED SUBJECT MATTER

THIS ASSIGNMENT, made this _____day of _____day of ______, 2007 by Spectrum Dental, 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

TRADEMARK REEL: 003652 FRAME: 0404 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, ASSIGNOR has 2007.	s made this assignment effective as of September
,2007.	"ASSIGNOR"
	Spectrum Dental, Inc. A California corporation
	Name: Michael Treiman Title: General Counsel
CALIFORNIA ALL-PU	RPOSE ACKNOWLEDGMENT
Date: 9/11/07	
	Michael Treiman
United States of America State of CALIFORNI County of Los Angeles	
of satisfactory evidence) to be the person(s) instrument and acknowledged to me that be	el Treiman knewn to me (or proved to me on the basis whose name(s) is are subscribed to the within she/they executed the same in his/her/their authorized ture(s) on the instrument the person(s), or the entity
Witness my hand and official sea	Wandson
MARIAN OSNAYA COMM. # 1456993 HOTARY PUBLIC-CALIFORNIA O LOS ANGELES COUNTY COMM. EXP. JAN. 14, 2008	My commission expires: Jun 14, 300 8

Accepted as of _	Sept.	14	, 2007
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"ASSIGNEE"

Spectrum Dental, LLC A California Limited Liability Company

By: _____ n-b__ Name: NANCY NQUAN Title: VP& Chief IP Counsel

Appendix A – Marks

Mark: CONTRAST A.M. Country: United States Serial No.: 75/352941 Registration No.: 2238294

Mark: CONTRAST P.M. Country: United States Serial No.: 74/494819 Registration No.: 1960862

Mark: FAST DAM Country: United States Serial No.: 75/270479 Registration No.: 2217799

RECORDED: 11/01/2007

