

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Discus Dental, Inc.		09/24/2007	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Discus Dental, LLC		
<b>Street Address:</b>	8550 Higuera Street		
<b>City:</b>	Culver City		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90232		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
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	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)332-9081		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-332-5300		
<b>Email:</b>	kanderson@merchantgould.com		
<b>Correspondent Name:</b>	Krisitne M. Boylan		
<b>Address Line 1:</b>	P.O. Box 2910		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-0910		
<b>ATTORNEY DOCKET NUMBER:</b>	15364.00001		

OP \$165.00 74221054

NAME OF SUBMITTER:	Kristine M. Boylan
Signature:	/Kristine M. Boylan/
Date:	12/10/2007
<b>Total Attachments: 5</b> source=discus dental assignment#page1.tif source=discus dental assignment#page2.tif source=discus dental assignment#page3.tif source=discus dental assignment#page4.tif source=discus dental assignment#page5.tif	

**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 24<sup>th</sup> 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

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 made this assignment effective as of September 24<sup>th</sup>, 2007.

“ASSIGNOR”

Discus Dental, Inc.  
A California corporation

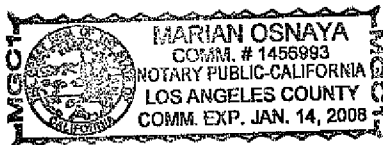
By: [Signature]  
Name: Michael Treiman  
Title: General Counsel

**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 Osaya, 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:



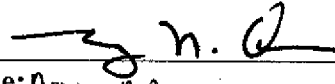
[Signature]  
Marian Osaya, Notary Public  
My commission expires: Jan. 14, 2008

Accepted as of 9/24, 2007

“ASSIGNEE”

Discus Dental, LLC

A California Limited Liability Company

By: 

Name: Nancy A Owen

Title: Vice-President and Chief IP Counsel

## Appendix A – Marks

<b>Trademark</b>	<b>Serial No:</b>	<b>Registration No:</b>
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