

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
E.W.A. Ltd.		05/08/2008	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	ValuDent LLC		
Street Address:	333 Mamaroneck Avenue, Suite 334		
City:	White Plains		
State/Country:	NEW YORK		
Postal Code:	10605		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2191940	WELTEX	
CORRESPONDENCE DATA			
Fax Number:	(973)538-1984		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	9735380800		
Email:	ggussis@riker.com		
Correspondent Name:	Geoffrey G. Gussis, Esq.		
Address Line 1:	Riker Danzig-1 Speedwell Avenue		
Address Line 4:	Morristown, NEW JERSEY 07962		
ATTORNEY DOCKET NUMBER:	21498/3		
NAME OF SUBMITTER:	Geoffrey G. Gussis		
Signature:	/Geoffrey G. Gussis/		
Date:	06/18/2008		

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Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

WHEREAS, E.W.A. Ltd., a New Jersey corporation (hereinafter "*Assignor*") owns certain trademarks and service marks as are more particularly described on **Schedule A** (hereinafter collectively referred to as the "*Marks*");

WHEREAS, ValuDent LLC, a New York limited liability company (hereinafter "*Assignee*") is desirous of acquiring any and all rights that Assignor may have in and to the Marks and any registrations relating thereto, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by such Marks, along with the right to recover for damages and profits for infringements thereof; and


WHEREAS, Assignor, Assignee and certain third parties have entered into a certain Asset Purchase Agreement dated May 9, 2008 ("*Asset Purchase Agreement*"), through which, among other things, Assignor agreed to assign, sell and transfer its rights in the Marks to Assignee.

NOW, THEREFORE, in consideration of and in exchange for the consideration in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does hereby irrevocably assign, sell, transfer and deliver to Assignee, its successors and assigns, its entire right, title and interest in and to: (a) the Marks, and any registrations and renewals thereof, (b) all goodwill symbolized by and associated with the business conducted under such Marks and any part thereof, and (c) all income, royalties, judgments and payments now or hereafter due to Assignor or payable in respect of any causes of action, whether in law or in equity, for past, present or future infringement based on said Marks, which have been or could have been asserted by Assignor.
2. Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to: (a) vest all Assignor's right, title, and interest in and to the Marks in the Assignee, and (b) provide evidence to support Assignee's rights in the Marks.

Assignor:

E.W.A. Ltd.

By: 
Name: Frank Wells
Title: President

3830910

SCHEDULE A

Marks

Registered Trademarks

WELTEX® - USPTO Registration #-2191940

Unregistered Trademarks

E.W.A.

EWA