

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
BriteSmile Professional, LLC		06/12/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Discus Dental, LLC		
Street Address:	8550 Higuera Street		
Internal Address:	c/o Legal Department		
City:	Culver City		
State/Country:	CALIFORNIA		
Postal Code:	90232		
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2437487	BRITE SMILE	
Registration Number:	2821945	BRITESMILE PROFESSIONAL TEETH WHITENING CENTERS	
Registration Number:	2497751	BRITE SMILE PROFESSIONAL TEETH WHITENING CENTERS	
Registration Number:	2987640	ENAMELWHITE	
CORRESPONDENCE DATA			
Fax Number:	(310)845-1513		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	fredt@discusdental.com		
Correspondent Name:	Discus Dental, LLC		
Address Line 1:	8550 Higuera Street		
Address Line 2:	c/o Legal Department		
Address Line 4:	Culver City, CALIFORNIA 90232		

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NAME OF SUBMITTER:	Frederick W. Tong
Signature:	/Frederick W. Tong/
Date:	06/12/2009
Total Attachments: 5 source=Supplemental BriteSmile US TM Assignment#page1.tif source=Supplemental BriteSmile US TM Assignment#page2.tif source=Supplemental BriteSmile US TM Assignment#page3.tif source=Supplemental BriteSmile US TM Assignment#page4.tif source=Supplemental BriteSmile US TM Assignment#page5.tif	

**ASSIGNMENT
(Intellectual Property)**

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

ASSIGNEE: Discus Dental, LLC
8550 Higuera Street
Culver City, CA 90232

ASSIGNED SUBJECT MATTER

THIS ASSIGNMENT, made this 12 day of June, 2009 by BriteSmile Professional, LLC, 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.

IN WITNESS WHEREOF, ASSIGNOR has made this assignment effective as of June
12, 2009.

“ASSIGNOR”

BriteSmile Professional, LLC
A California Limited Liability Company


By: 

Name: Robert Cartagena

Title: COO

Accepted as of June 12, ~~2008~~ 2009

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

By: 
Name: Robert Cartagena
Title: COO

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Date: June 12, 2009

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

On June 12, 2009 before me, Fred Tong, Notary Public, personally appeared Robert Cartagena, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal:



Fred Tong
Fred Tong, Notary Public
My commission expires: October 25, 2011

Appendix A – Marks

Mark	Serial No.	Reg. No.	Country
BRITESMILE		2437487	United States
BRITESMILE PROFESSIONAL TEETH WHITENING CENTERS		2821945	United States
BRITESMILE PROFESSIONAL TEETH WHITENING CENTERS		2497751	United States
ENAMELWHITE		2987640	United States