

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
AXIS DENTAL CORPORATION		10/07/2009	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	NTI-Kahla GmbH		
Street Address:	Im Camisch 3		
City:	Kahla		
State/Country:	GERMANY		
Postal Code:	D-07768		
Entity Type:	COMPANY: GERMANY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2690820	NTI	
Registration Number:	3175906		
Registration Number:	3179104	NTI NEW TECHNOLOGY INSTRUMENTS	
Registration Number:	3179103	NTI NEW TECHNOLOGY INSTRUMENTS	
Registration Number:	2502362	NTI	
CORRESPONDENCE DATA			
Fax Number:	(612)455-3801		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612.455.3800		
Email:	mail@hsml.com		
Correspondent Name:	Curtis B. Hamre		
Address Line 1:	P.O. Box 2902		
Address Line 2:	Hamre, Schumann, Mueller & Larson, P.C.		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	20231.3US01		

CH \$140.00 2690820

DOMESTIC REPRESENTATIVE

Name: Curtis B. Hamre
Address Line 1: P.O. Box 2902
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Curtis B. Hamre
Signature:	/Curtis B. Hamre/
Date:	11/09/2009

Total Attachments: 6
source=assignment#page1.tif
source=assignment#page2.tif
source=assignment#page3.tif
source=assignment#page4.tif
source=assignment#page5.tif
source=assignment#page6.tif

Confirmatory Assignment of Trademarks

This Confirmatory Assignment of Trademarks ("Assignment") is made effective as of this ___ day of September, 2009, by and between Axis Dental Corporation, a Texas corporation located at 800 West Sandy Lake Road, Suite 100, Coppell, Texas 75019 ("Assignor") and NTI-Kahla GmbH, a Germany company located at Im Camisch 3, D-07768 Kahla, Germany/Deutschland ("Assignee").

Whereas, Assignor is the owner of the trademarks and registrations listed in the attached Schedule A (the "Trademarks"), and the goodwill of the business symbolized by said Trademarks;

Whereas, Assignor and Assignee entered to an Exclusive Distribution Agreement dated as of June 18, 1998 (the "Distribution Agreement"), wherein Assignee granted exclusive distribution rights to the Trademarks to Assignor;

Whereas, Section 3 "Ownership of Trademarks" of the Distribution Agreement states that should a company acquire Assignor, and has substantially the same products as Assignee, and intends to market its products under the "NTI" name, then the ownership and rights to the Trademarks shall revert back to Assignee;

Whereas, Kerr Corporation, a Delaware corporation ("Kerr"), Assignor, AD Holdings General Partnership, a Texas general partnership ("Seller"), and Henry Schein, Inc. a Delaware corporation and the ultimate parent company of Seller, entered into a certain Stock Purchase Agreement dated August 5, 2009 whereby Kerr acquired ownership of Assignor;

~~Whereas, Kerr has substantially the same products as Assignee and Kerr intends to market its products under the "NTI" name;~~

Whereas, Assignee wishes to terminate said Distribution Agreement and have the ownership and rights over the Trademarks, and the goodwill of the business symbolized by said Trademarks, revert back to Assignee; and

Whereas, Assignee intends to grant Assignor a non-transferable license, for the temporary use of the Trademarks, and the goodwill of the business symbolized by said Trademarks, from August 5, 2009 through December 31, 2010.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged:


1. Assignor hereby sells, assigns, and transfer unto the Assignee, Assignor's entire right, title and interest in and to said Trademarks, and Assignor's entire right, title, and interest in and to any and all claims and demands it may have, at law, or in equity, for past infringement of said Trademarks.
2. Assignee hereby grants unto Assignor a non-transferable license, for the temporary use of the Trademarks, and the goodwill of the business symbolized by said Trademarks, from the August 5, 2009 through December 31, 2010.
3. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California.
4. This Assignment contains the entire agreement and understanding between the parties with respect to the subject matter hereof, and merges all prior discussions, representations and negotiations with respect to the subject matter of this Assignment.

In witness whereof, the parties have caused this Assignment to be executed by its duly authorized officer as of the date written below.

AXIS DENTAL CORPORATION

By: 
Name: Perry S. Lowe
Title: President
Date: October 7, 2009

NTI-KAHALA GMBH

By: 
Name: Wolfgang Klenner
Title: Geschäftsführer
Date: October 20, 2009

SCHEDULE A

Trademarks

Country	Trademark	Reg. No.	Reg. Date	Owner/Assignee
U.S.	NTI (word)	2,690,820	February 25, 2003	Axis Dental Corporation
U.S.	NTI (design logo)	3,175,906	November 28, 2006	Axis Dental Corporation
U.S.	NTI New Technology Instruments (word and design logo)	3,179,104	December 5, 2006	Axis Dental Corporation
U.S.	NTI New Technology Instruments (word and design)	3,179,103	December 5, 2006	Axis Dental Corporation
U.S.	NTI (word and design logo)	2,502,362	October 30, 2001	Axis Dental Corporation

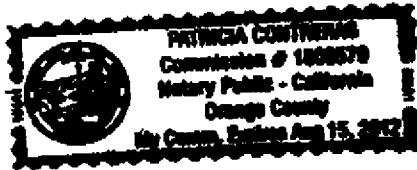
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On Oct. 7, 2009 before me, Patricia Contreras Notary Public

personally appeared Perry S. Lowe



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/henr/their authorized capacity(ies), and that by his/henr/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.

Signature Patricia Contreras
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

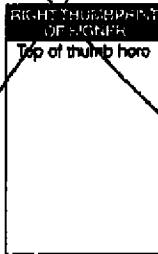
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

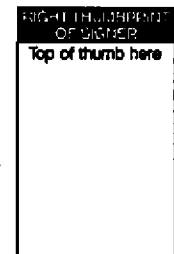
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney In Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

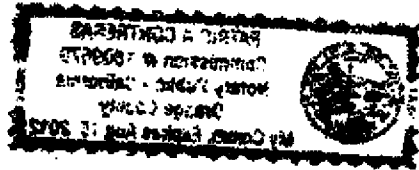
Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

)
)



File No. 1715 / 2009

I hereby certify that the above is the true signature, subscribed in my presence, of

Mr. Wolfgang Lenkner,
born on 06.01.1968,
of: Schulstraße 3 A,
07768 Kahla/Germany,
identified by Identity Card

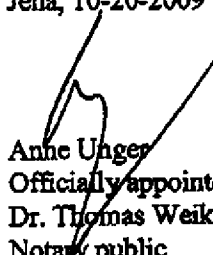
Mr. Lenkner acts as management director of the limited company:

NTI - Kahla GmbH Rotary Dental Instruments in Kahla,
business address: Im Camisch 3, 07768 Kahla,
HRB 205843 of the commercial register of the local court of Jena.

The notary asked the Appearer if he or any member of his firm had acted in the matter which is the subject of this instrument, except in a notarial capacity. The Appearer replied in the negative.

A copy of the Identity Card is taken to notary's documents.

Jena, 10-20-2009


Anne Unger
Officially appointed agent of
Dr. Thomas Weikart
Notary public

