

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest in Trademark Collateral Recorded at Reel 003742, Frame 0791

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
A.C. Corporation		12/18/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation
<b>Street Address:</b>	500 Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2802841	BRASSELER USA
Registration Number:	1497550	TAVA
Registration Number:	2849995	BRASSELER USA DENTAL ROTARY INSTRUMENTS
Registration Number:	2852278	BRASSELER USA
Registration Number:	2973097	XK-PRO 100
Registration Number:	0706436	BRASSELER
Serial Number:	77326123	TAVA

**CORRESPONDENCE DATA**

Fax Number: (404)572-5134  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: jhannon@kslaw.com  
 Correspondent Name: James M. Hannon  
 Address Line 1: 1180 Peachtree Street  
 Address Line 2: King & Spalding LLP

**900150327**

**TRADEMARK  
 REEL: 004117 FRAME: 0818**

**OP \$190.00 2802841**

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	15009.009001
-------------------------	--------------

NAME OF SUBMITTER:	James M. Hannon
--------------------	-----------------

Signature:	/James M. Hannon/
------------	-------------------

Date:	12/18/2009
-------	------------

Total Attachments: 3 source=Assignment Peter Brasseler#page1.tif source=Assignment Peter Brasseler#page2.tif source=Assignment Peter Brasseler#page3.tif
---

**ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 18, 2009 (hereinafter, this "IP Security Agreement Assignment"), by A.C. CORPORATION, a Delaware corporation, as resigning administrative agent (the "Assignor") to GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as successor administrative agent (hereinafter, the "Assignee");

WHEREAS, the Assignor acquired a security interest in Trademark Collateral, as defined in that certain Intellectual Property Security Agreement dated as of February 12, 2008 (the "IP Security Agreement"), between PETER BRASSELER HOLDINGS, LLC (the "Grantor") and the Assignor, in its capacity as Administrative Agent (as defined in the Credit Agreement dated as of February 12, 2008 (as amended, restated, or otherwise modified from time to time (the "Credit Agreement"))) for the Lenders (as defined in the Credit Agreement);

WHEREAS, the IP Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office (the "USPTO") on March 19, 2008, on Reel 003742, Frame 0791, against the Trademark Collateral, including the U.S. registered trademarks and trademark applications listed on Schedule 1 attached hereto;


WHEREAS, pursuant to that certain Resignation of Administrative Agent, Appointment of Successor Administrative Agent and Omnibus Amendment to the Loan Documents regarding resignation and appointment of Administrative Agent (the "Resignation Agreement"), dated as of December 18, 2009, between Grantor, persons designated as "Credit Parties" and "Lenders" on the signature pages thereof, the Assignor, and the Assignee, the Assignor resigned as Administrative Agent and the Assignee was appointed as successor Administrative Agent thereunder; and

WHEREAS, the Assignor is desirous of assigning and the Assignee is desirous of acquiring said security interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor by these presents does assign and transfer unto the Assignee the full, exclusive and entire right, title, and interest in and to any and all liens and security interests in the Trademark Collateral including, but not limited to, those trademarks and trademark applications listed on Schedule 1.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Intellectual Property Security Agreement to be executed by its duly authorized officer on the date first set forth above.

A.C. CORPORATION,  
as Assignor

By:   
Name: Matthew D. Kelty  
Title: Principal

**SCHEDULE 1**  
**TO THE**  
**ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**I. U.S. Registered Trademark**

<b><u>Trademark</u></b>	<b><u>Registration #</u></b>	<b><u>Registration Date</u></b>
BRASSELER USA	2,802,841	1/6/2004
TAVA	1,497,550	7/26/1998
BRASSELER USA DENTAL ROTARY INSTRUMENTS (& design)	2,849,995	6/8/2004
BRASSELER USA (& design)	2,852,278	6/15/04
XK-PRO 100	2,973,097	7/19/2005
BRASSELER	706,436	10/25/1960

**II. U.S. Trademark Applications for Registration**

<b><u>Trademark</u></b>	<b><u>Serial #</u></b>	<b><u>Filing Date</u></b>
TAVA	77/326,123	11/9/2007