

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
South Texas Dental Associates, L.P.		12/17/2009	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	STX Healthcare Management Services, Inc.		
Street Address:	6300 West Loop South		
Internal Address:	Suite 650		
City:	Bellaire		
State/Country:	TEXAS		
Postal Code:	77401		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77869717	SOUTH TEXAS DENTAL	
CORRESPONDENCE DATA			
Fax Number:	(202)799-5144		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027994000		
Email:	dctrademarks@dlapiper.com		
Correspondent Name:	Ryan C. Compton		
Address Line 1:	500 Eighth Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	364144-000012		
NAME OF SUBMITTER:	Ryan C. Compton		
Signature:	/Ryan C. Compton/		

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**TRADEMARK
 REEL: 004120 FRAME: 0823**

Date:

12/28/2009

Total Attachments: 6

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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "*Agreement*") is made as of December 17, 2009, by and between STX Healthcare Management Services, Inc., a Delaware corporation ("*Assignee*") and South Texas Dental Associates, LP, a Texas limited partnership ("*Assignor*") (collectively, the "*Parties*").

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of May 20, 2009, by and among Assignor, Assignee and the Partners of Assignor (as amended, the "*Purchase Agreement*"). All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee all right, title and interest in and to all Intellectual Property Rights, including (a) trademarks, trade names, service marks, service names, trade dress, logos, slogans and brand names (whether or not registered) listed on Schedule I attached hereto (collectively, "*Assigned Trademarks*"), and all applications and registrations and goodwill in connection therewith; and (b) domain names listed on Schedule II attached hereto (including all derivatives, including .net, .org, etc. of each of the foregoing) and all applications and registrations and goodwill in connection therewith (collectively, "*Assigned Domain Names*").

C. Assignee and Assignor desire to enter into this Agreement to effectuate the transfer of the Assigned Trademarks and Assigned Domain Names.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver to Assignee and its successors and assigns, all right, title, and interest in and to all (i) Assigned Trademarks and Assigned Domain Names, including all goodwill and common law rights therein, throughout the world, (ii) all renewals and extensions thereof, (iii) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including under all licenses, sublicenses, covenants not to sue, co-existence and similar agreements entered into in connection therewith, and (iv) all causes of action, damages and payments for past, present or future infringements, dilutions, misappropriations, or violations thereof.

2. Cooperation. Assignor agrees to execute and deliver such other documents and to take in a timely manner all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Agreement and correlative provisions of the Purchase Agreement, including preparing and transmitting the necessary documents and instructions to the registrars for each of the Assigned Domain Names, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement and

correlative provisions of the Purchase Agreement and its recordation or filing with any applicable Governmental Authority.

3. Conflicts. Notwithstanding any other provisions of this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, limit, diminish, waive or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies and any of the obligations of either Assignee or Assignor under the Purchase Agreement. This Agreement is subject to and controlled by the terms of the Purchase Agreement.

4. Entire Agreement. This Agreement, together with the Purchase Agreement and the documents contemplated to be delivered at the closing thereof, contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters. Any provision of this Agreement may be amended if, and only if, such amendment is in writing and signed by Assignor and Assignee.

5. Binding Agreement. This Agreement binds and benefits the parties and their respective permitted successors and assigns. Neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the written consent of the other Party, which consent may be withheld in such party's sole and absolute discretion. Any assignment or attempted assignment in violation of the foregoing shall be null and void.

6. Governing Law. This Agreement will be governed by, and construed in accordance with, the law of the State of Texas without regard to the conflict of laws rules of such state.

7. Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

8. Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the Party for whom it is intended in accordance with Section 9.2 of the Purchase Agreement.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

19. Headings. The heading references herein are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

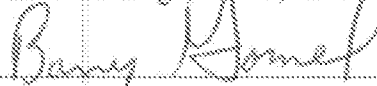
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IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered as of the date first above written.

ASSIGNOR:

SOUTH TEXAS DENTAL ASSOCIATES, L.P.


By: G&I Holdings, PLLC, its General Partner

By: 
Name: Barry Gomel
Title: Manager

Accepted and acknowledged:

ASSIGNEE:

STX HEALTHCARE SERVICES, INC.

By: 
Name: R. A. Ferguson III
Title: Vice President and Secretary

SCHEDULE I

Registered Trademarks

Jurisdiction	Trademark/ Ser. No./ Reg. No.	Status/Status Date	Filing Date	Next Deadline	Owner
U.S.	U.S. Service Mark App. No. 77/869,717	Newly filed application, not yet assigned to an examining attorney	Nov. 10, 2009		South Texas Dental Associates, L.P.

Unregistered Trademarks

Trademark	Date of First Use
South Texas Dental	June 30, 1993
South Texas Dental Associates	June 30, 1993

Schedule II

Domain Names

Domain Name	Registrant	Registrar	Expiration Date
www.southtexasdental.com	South Texas Dental Associates	Register.com	March 21, 2010

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