

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Class One Orthodontics, Inc.		12/18/2009	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ortho Organizers, Inc.		
<b>Street Address:</b>	1822 Aston Avenue		
<b>City:</b>	Carlsbad		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92008		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2393313	CLASSIC	
Registration Number:	2651203	ACCLAIM	
Registration Number:	2616835	REGENCY	
Registration Number:	2616834	SOLO TIE	
Registration Number:	1588684	CONTOUR	
Registration Number:	2205671	CLASS ONE	
Registration Number:	2324297	FREEDOM	
Registration Number:	2073195	CLASSIC SERIES	
Registration Number:	3184880	NOMAD	
Registration Number:	3311010	BLACK DIAMOND	
Registration Number:	2623353	IT'S UP TO YOU	
Registration Number:	2614233	Z-WAX	
<b>CORRESPONDENCE DATA</b>			

OP \$315.00 2393313

Fax Number: (212)226-1995  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-226-7700  
Email: aopp@yeellp.com  
Correspondent Name: Donovan & Yee LLP  
Address Line 1: 110 Greene Street  
Address Line 2: Suite 700  
Address Line 4: New York, NEW YORK 10014

ATTORNEY DOCKET NUMBER:	1004/0001
NAME OF SUBMITTER:	Amy C. Opp, Esq.
Signature:	/Amy C. Opp/
Date:	01/28/2010

Total Attachments: 5  
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 18th day of December, 2009 by and between Class One Orthodontics, Inc., a Texas corporation ("Assignor") on the one hand, and Ortho Organizers, Inc., a California corporation ("Assignee") on the other hand. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in that certain Agreement of Purchase and Sale of Assets dated as of December 18, 2009 (the "Asset Purchase Agreement"), by and among Assignor, Assignee and the other parties thereto.

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor has sold, transferred, conveyed, assigned and delivered to Assignee, and Assignee has acquired from Assignor, simultaneously herewith, all of the Acquired Assets;

WHEREAS, Assignor owns the trademarks and corresponding registrations and applications therefor listed on Schedule A attached hereto (collectively, the "Trademarks");

WHEREAS, the Trademarks constitute part of the Acquired Assets; and

WHEREAS, Assignee is purchasing the Trademarks from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee all of Assignee's right, title and interest in and to the Trademarks, together with the goodwill symbolized thereby, including all rights to sue and recover for past infringement.

2. From time to time, Assignor, its successors and assigns, shall execute and deliver all such further assignments or other instruments of conveyance and transfer and assist in all proceedings as Assignee, its successors and assigns, may reasonably request to perfect, register or record the rights of Assignee to the Trademarks.

3. Assignor hereby irrevocably constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, with full power of substitution, and gives and grants to Assignee, its successors and assigns, full power and authority in the name of Assignor, at any time and from time to time, to execute all documents, complete all transactions and assist in all proceedings reasonably necessary to effectuate the transfer of the Trademarks to Assignee and to perfect, register or record the rights of Assignee to the Trademarks and generally from time to time to do and perform such further acts and things as may be reasonably necessary concerning the subject matter of this paragraph with like power and as fully as Assignor could do or might have done. This limited power of attorney is coupled with an interest and is irrevocable.

4. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. This Assignment shall be governed by and construed and enforced in accordance with the internal, substantive laws of the State of Delaware.

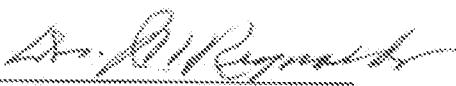
6. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Original signatures hereto may be delivered by facsimile or by portable data format (PDF) which shall be deemed originals.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first above written.

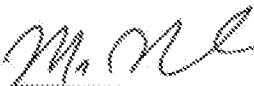
CLASS ONE ORTHODONTICS, INC.

ORTHO ORGANIZERS, INC.

By: 

Name: DR. JIM REYNOLDS

Title: CHAIRMAN

By: 

Name: Mark Molek

Title: EVP, Corporate Business Development

Schedule A

Trademarks

**I. Registered Trademarks & Pending Applications for Registration**

**a. U.S. Registered Trademarks**

Trademark	Application No.	Application Date	Registration No.	Registration Date
CLASSIC	75776525	August 13, 1999	2,393,313	October 10, 2000
ACCLAIM	76149981	October 19, 2000	2,651,203	November 19, 2002
REGENCY	76149979	October 19, 2000	2,616,835	September 10, 2002
SOLO TIE	76149978	October 19, 2000	2,616,834	September 10, 2002
CONTOUR	73801809	May 22, 1989	1,588,684	March 27, 1990
CLASS ONE	75376673	October 21, 1997	2,205,671	November 24, 1998
FREEDOM	75664857	March 16, 1999	2,324,297	February 29, 2000
CLASSIC SERIES	75004511	October 10, 1995	2,073,195	June 24, 1997
NOMAD	78656085	June 22, 2005	3,184,880	December 12, 2006
BLACK DIAMOND	77072437	December 28, 2006	3,311,010	October 16, 2007
IT'S UP TO YOU	76149982	October 18, 2000	2,623,353	September 24, 2002
Z-WAX	76149290	October 19, 2000	2,614,233	September 3, 2002

**b. Pending U.S. Trademark Applications**

Trademark	Application No.	Application Date
ESTEEM	77716263	April 17, 2009

**c. Foreign Registered Trademarks**

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Patent/Trademark/Copyright	Application No.	Application Date	Registration/ Patent No.
CLASS ONE (Brazil)	826775225	August 6, 2004	826775225

## 2. Common Law Trademarks

Common Law Trademarks
CLASS ONE
CLASSONE
ClassOne Orthodontics in stylized format
ClassOne Orthodontics & Design (the Design consisting of a colored half band-aid shaped design with the words ClassOne Orthodontics printed in white inside the half band-aid shaped design)
classoneortho.com
Leopard
Leopard Light Cure
Lion One Step
Tiger Bond
The Standard of Excellence
Successful Business is all about Good Relationships

## 3. Corporate and Trade Names

Class One Orthodontics, Inc.  
ClassOne Orthodontics, Inc.