

**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>
SOS IPCO LLC		03/18/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Den-Mat Holdings, LLC		
<b>Street Address:</b>	2727 Skyway Drive		
<b>City:</b>	Santa Maria		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93455		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3252363	SNAP-ON SMILE	
Registration Number:	3570908	MULTI-PURPOSE RESTORATIVE APPLIANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(973)621-7406		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	973-621-9020		
<b>Email:</b>	rbrosen@hlgslaw.com		
<b>Correspondent Name:</b>	Robert B. Rosen		
<b>Address Line 1:</b>	One Gateway Center		
<b>Address Line 2:</b>	8th Floor		
<b>Address Line 4:</b>	Newark, NEW JERSEY 07102		
<b>ATTORNEY DOCKET NUMBER:</b>	13905		
<b>NAME OF SUBMITTER:</b>	Robert B. Rosen		
<b>Signature:</b>	/Robert B. Rosen/		

**CH \$65.00 3252363**

**900157904**

**TRADEMARK**  
**REEL: 004173 FRAME: 0079**

Date:

03/24/2010

Total Attachments: 5

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment") is effective as of March 18, 2010 (the "Effective Date") by and between SOS IPCO LLC, a Delaware limited liability company with its principal place of business at 462 Seventh Avenue, New York, NY 10018 ("Assignor") and DEN-MAT HOLDINGS, LLC, a Delaware limited liability company with its principal place of business at 2727 Skyway Drive, Santa Maria, CA 93455 ("Assignee").

### WITNESSETH:

WHEREAS, pursuant to the Asset Purchase Agreement between and among Assignor, Assignee and SOS OPCO LLC dated March 4, 2010 (the "Purchase Agreement"), Assignor agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee agreed to purchase and acquire from Assignor all of Assignor's right, title and interest in and to the Purchased Assets (as defined in the Purchase Agreement); and

WHEREAS, the Purchased Assets include all of Assignor's right, title and interest in and to the trade names, trademarks and service marks set forth on Schedule A (the "Marks");

NOW, THEREFORE, for good and valuable consideration (including that recited in the Purchase Agreement), the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Subject to the terms and conditions of the Purchase Agreement, Assignor hereby assigns, transfers and conveys to Assignee any and all of its right, title and interest worldwide in and to the Marks, together with all related common-law rights and the goodwill of the business associated therewith or symbolized thereby.

2. Assignee is to hold all right, title and interest in and to the Marks as fully and exclusively as they would have been held and enjoyed by Assignor had the assignment in Section 1 above not been made.

3. This Assignment shall be deemed effective as between the parties as of the Effective Date.

4. Assignor will, at Assignee's request and reasonable expense, take such commercially reasonable further actions and execute promptly such further documents as are reasonably necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Marks in Assignee. Assignor hereby authorizes Assignee to request the relevant government entity or agency, in each applicable country or jurisdiction, to record Assignee as the assignee and owner of the Marks.

5. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

6. This Assignment shall be governed in all respects by the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto execute this Assignment as of the date first above written.

SOS IPCO LLC

By: SOS OPCO LLC, Its Sole and Managing Member

By: Snap On Smile Holding Company LLC, Its Sole and Managing Member

By:   
David J. Kass, Manager

DEN-MAT HOLDINGS, LLC

By: \_\_\_\_\_  
Name:  
Title:

Signature Page to Trademark Assignment

**TRADEMARK**  
**REEL: 004173 FRAME: 0083**

IN WITNESS WHEREOF, the parties hereto execute this Assignment as of the date first above written.

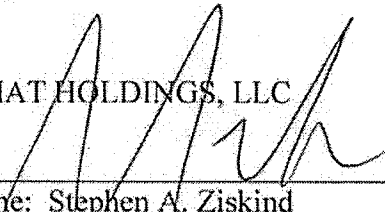
SOS IPCO LLC

By: SOS OPCO LLC, Its Sole and Managing Member

By: Snap on Smile Holding Company LLC, Its Sole and Managing Member

By: \_\_\_\_\_  
Name:  
Title:

DEN-MAT HOLDINGS, LLC

By:  \_\_\_\_\_  
Name: Stephen A. Ziskind  
Title: CEO

SCHEDULE A TO TRADEMARK ASSIGNMENT

SNAP-ON SMILE

U.S. Registration No. 3,252,363

MULTI-PURPOSE RESTORATIVE APPLIANCE

U.S. Registration No. 3,570,908

NO SHOTS, NO DRILLING, NO ADHESIVES