

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Implant Direct Int'l		12/10/2010	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Implant Direct Sybron International LLC
<b>Street Address:</b>	3993 Howard Hughes Parkway
<b>Internal Address:</b>	Suite 540
<b>City:</b>	Las Vegas
<b>State/Country:</b>	NEVADA
<b>Postal Code:</b>	89101
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEVADA

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	3419365	REPLUS
Registration Number:	3414848	IMPLANT DIRECT
Registration Number:	3382346	SPECTRA-SYSTEM
Registration Number:	3261611	SCREWPLANT
Registration Number:	3261610	SCREWPLUS
Registration Number:	3330009	SCREWDIRECT
Registration Number:	3330008	SCREWINDIRECT
Registration Number:	3344697	REPLANT
Registration Number:	3298522	ILS
Registration Number:	3369832	SBM
Registration Number:	3632548	SWISSPLANT
Registration Number:	3652116	REACTIVE
Registration Number:	3619924	SCREWREDIRECT

900184120

**TRADEMARK**  
 REEL: 004477 FRAME: 0890

CH \$390.00 3419365

Serial Number:	85108560	INTERACTIVE
Serial Number:	85108588	GPS

**CORRESPONDENCE DATA**

Fax Number: (917)777-4104  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-735-3000  
Email: mmcguire@skadden.com  
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP  
Address Line 1: Four Times Square  
Address Line 2: Attn: Shivram Sankar, Esq.  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	179990/84
NAME OF SUBMITTER:	Shivram Sankar
Signature:	/Shivram Sankar/
Date:	02/14/2011

Total Attachments: 6  
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**TRADEMARK AND DOMAIN NAME ASSIGNMENT**

This **TRADEMARK AND DOMAIN NAME ASSIGNMENT**, dated as of ~~December 10,~~ 2010 (this "Assignment"), is entered into by and among Implant Direct Int'l, a Nevada corporation, (the "Assignor") and Implant Direct Sybron International LLC, a Nevada limited liability company (the "Assignee"). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings set forth in the Transaction Agreement, dated as of November 17, 2010, by and among Assignor and Assignee, amongst others (the "Transaction Agreement").

**WHEREAS**, Assignor and Assignee are parties to that certain Transaction Agreement, pursuant to which Assignor has agreed to sell, assign, transfer and deliver to Assignee and Assignee has agreed to purchase and accept from Assignor (i) registered trademarks and service marks, logos, corporate names, and doing business designations and all registrations and applications for registration of the foregoing, common law trademarks and service marks and trade dress owned by Assignor, including all associated goodwill, and all U.S., state, and foreign registrations previously or later issued thereon (the "Marks"), including but not limited to the trademark registrations and trademark applications listed on Schedule A hereto and (ii) all Internet domain names and domain names owned by Assignor (the "Domain Names"), including but not limited to the domain names listed on Schedule B hereto; and

**WHEREAS**, Assignor desires to sell, transfer, convey, assign and deliver to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to the Marks and Domain Names.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey, assign, and deliver to Assignee, and Assignee purchases, accepts and acquires from Assignor, all of the right, title and interest in and to the Marks and the Domain Names for the United States and for all other jurisdictions, including, without limitation, all common law rights therein, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or of any other jurisdiction, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, together with all goodwill associated therewith, and income, royalties or payments due or payable, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks or the Domain Names, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks (and, with respect to any equivalent foreign rights, any other appropriate foreign or international office or registrar) to record Assignee as owner of the Marks, (including those listed on Schedule A), as

assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

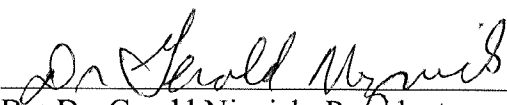
Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks or the Domain Names, and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any other country; (4) effectuating the transfer of the Domain Names with the registrar of the Domain Names, and distributing copies of the completed and receipted registrar transfer documents to the parties to this Assignment; and (5) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

This Assignment, and all claims, disputes, controversies or causes of action (whether in contract, tort, equity or otherwise) that may be based upon, arise out of or relate to this Assignment (including any schedule or exhibit hereto) or the negotiation, execution or performance of this Assignment (including any claim, dispute, controversy or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this agreement or as an inducement to enter into this Assignment), shall be governed by and construed in accordance with the internal Laws, and not the Laws governing conflicts of Laws (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law), of the State of New York.

This Assignment is made as part of the Transaction Agreement among Assignor, Assignee, and others and is effective as of December 30, 2010. If there is any conflict between this agreement and the Transaction Agreement, the Transaction Agreement will govern.

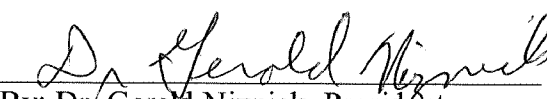
Assignor:

Date: 12-10-10

  
By: Dr. Gerald Niznick, President

Assignee:

Date: 12-10-10

  
By: Dr. Gerald Niznick, President

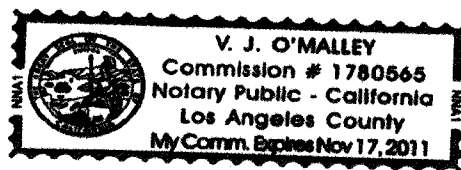
STATE OF CALIFORNIA        )  
  ) ss  
COUNTY OF LOS ANGELES    )

On December 10<sup>th</sup>, 2010, before me, V. J. O'Malley, a Notary Public, personally appeared Gerald A. Niznick, 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/her/their authorized capacity(ies), and that by his/her/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



**SCHEDULE A**

**TRADEMARKS**

**Registrations**

<b><u>Dkt. No.</u></b>	<b><u>Name</u></b>	<b><u>Filing Date</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>	<b><u>Status</u></b>
	Replus	02/01/2007	3,419,365	04/29/2008	Registered
D9459	Implant Direct	04/15/2004	3,414,848	04/22/2008	Registered
D9464	Spectra-System	08/05/2004	3,382,346	02/12/2008	Registered
D9474	ScrewPlant	01/19/2005	3,261,611	07/10/2007	Registered
D9475	ScrewPlus	01/19/2005	3,261,610	07/10/2007	Registered
D9476	ScrewDirect	01/19/2005	3,330,009	11/06/2007	Registered
D9477	ScrewIndirect	01/19/2005	3,330,008	11/06/2007	Registered
D9478	Replant	01/19/2005	3,344,697	11/27/2007	Registered
D9486	ILS	04/13/2005	3,298,522	09/25/2007	Registered
D9488	SBM	04/15/2005	3,369,832	01/15/2008	Registered
	Swissplant	02/22/2008	3632548	06/02/2009	Registered
	Reactive	02/22/2008	3652116	07/07/2009	Registered
	Screwredirect	05/11/2007	3619924	05/12/2009	Registered
	Screwredirect	05/11/2007	3619924	05/12/2009	Registered

**Applications**

Interactive	08/16/2010	Serial Number 85108560
GPS	8/16/2010	Serial Number 85108588

**Unregistered Marks**

<b><u>Dkt. No.</u></b>	<b><u>Name</u></b>	<b><u>Filing</u></b>	<b><u>Reg. No.</u></b>	<b><u>Reg. Date</u></b>	<b><u>Status</u></b>
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	<u>Date</u>	
SwishPlus		Not registered.
SwishPlant		Not registered.
InterActive		Not registered.
Legacy		Not registered.

**SCHEDULE B**

**DOMAIN NAMES**

Californiaimplantcenter.net  
Californiaimplantcenters.com  
canada.implantdirect.com  
de.implantdirect.com  
Distributors.implantdirect.com  
eu.implantdirect.com  
Implantdirect.biz  
implantdirect.cn  
implantdirect.cn  
implantdirect.co.uk  
implantdirect.com (parent)  
Implantdirect.com.tw  
implantdirect.de  
implantdirect.hk  
Implantdirect.in  
implantdirect.info  
implantdirect.jp  
implantdirect.net  
implantdirect.org  
Implantdirect.tw  
implantdirect.us  
israel.implantdirect.com  
Johnwillardsen.biz  
Johnwillardsen.net  
newstore.implantdirect.com  
ourstore.implantdirect.com  
owa.implantdirect.com  
paragonimplant.com  
Realchoicedental.com  
Realchoicedentalcenter.com  
Realchoicedentalcenters.com  
Realchoiceimplantcenter.com  
Realchoiceimplants.com  
store.implantdirect.com  
Trustdentalimplant.com  
Trustdentalimplants.com  
Trustfinances.biz  
Trustimplant.net  
Trustimplants.net  
turkey.implantdirect.com  
implantdirectsupport.com