

**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
Dillon Co., Inc	FORMERLY Leach & Dillon Co., Inc.	10/29/2008	CORPORATION: RHODE ISLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	American Dental Supply, Inc.
<b>Doing Business As:</b>	DBA American Dental Supply, Inc. , AKA ADS, Inc.
<b>Street Address:</b>	1075 N. Gilmore Street
<b>City:</b>	Allentown
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	18109
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	2286453	CERPRESS SL

**CORRESPONDENCE DATA**

Fax Number: (610)252-2822  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: lhoch@americandentalsupply.net  
 Correspondent Name: Les Hochhauser  
 Address Line 1: 1075 N. Gilmore Street  
 Address Line 4: Allentown, PENNSYLVANIA 18109

<b>NAME OF SUBMITTER:</b>	Les Hochhauser
<b>Signature:</b>	/L.D.Hochhauser/
<b>Date:</b>	05/04/2011

Total Attachments: 5

**900191014**

**TRADEMARK  
 REEL: 004534 FRAME: 0062**

**OP \$40.00 2286453**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale") is made and entered into as of October 29, 2008, by and among **American Dental Supply, Inc.**, a Pennsylvania corporation (the "Buyer") and **Dillon Company, Inc.**, a Rhode Island corporation (the "Seller"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement (defined in the Recitals below).

### RECITALS:

A. The Buyer and the Seller are parties to an Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which each of the Sellers has agreed to sell, transfer and convey to the Buyer, and the Buyer has agreed to purchase, certain assets, operations and business related to the intangible personal property and certain contractual rights, as more fully described in the Asset Purchase Agreement; and

B. The Seller is transferring different assets and contractual rights and obligations as itemized in Exhibits A, B, C, and D to the Purchase and Sale Agreement of September 19, 2008; and

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter set forth in the Asset Purchase Agreement and its Schedules and Exhibits and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Purchased Assets. The Sellers do respectively hereby sell, transfer and assign to the Buyer, free of any and all liens, security interests, claims or encumbrances of any kind whatsoever, all of the Sellers' rights, title and interest in and to the intangible personal property and contract rights located at 161 Comstock Parkway, Cranston, Rhode Island (collectively referred to herein as the "Purchased Assets"):

2. Excluded Assets. Notwithstanding anything to the contrary contained elsewhere in this Bill of Sale, any and all assets of the Seller, which are not listed on the Exhibits to the Purchase and Sale Agreement of September 19, 2008, (collectively, the "Excluded Assets") are not sold hereby but are retained by the Seller, and the Purchased Assets exclude any and all of the Excluded Assets.

3. Assumed Obligations. Subject to the terms, conditions and limitations set forth in the Asset Purchase Agreement, including the obligation to indemnify and hold the Seller harmless in the event Buyer fails to fulfill its duties pursuant to the Assumed Obligations, as provided in the Asset Purchase Agreement, the Buyer does hereby assume only the following obligations of the Seller (collectively, the "Assumed Obligations"):

- (a) Executory obligations of the Seller with respect to the contracts arising

after the Closing Date under the Contracts which are assumed by the Buyer listed in Exhibits A, B, C and D, a copy of which is attached to the Purchase and Sale Agreement of September 19, 2008.

The Assumed Obligations do not include any obligations or liabilities arising out of any default of the Seller prior to the Closing Date under any Assumed Obligation, regardless of when such liability or obligation is asserted.

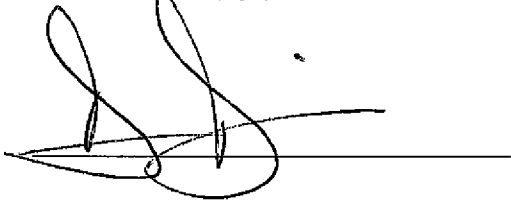
4. Further Assurances. Each party hereto hereby agrees to execute and deliver such other instruments and documents, and take such other actions, as the other party may from time to time hereafter reasonably request to further evidence the sale, transfer and conveyance to the Buyer of the Purchased Assets, the assignment of agreements as provided for in the Asset Purchase Agreement and the assumption and performance of the Assumed Obligations; provided, that, with respect to any such request, the requesting party bears the reasonable costs of preparing, executing and delivering such instruments or taking of such actions, unless the other party is obligated, under any terms or provisions of the Asset Purchase Agreement, to execute and deliver such documents or to take any such action.

5. Governing Law. This Bill of Sale is deemed to have been made in the State of Rhode Island and shall be governed by and construed in accordance with the laws of the State of Rhode Island for contracts made and to be performed in that State.

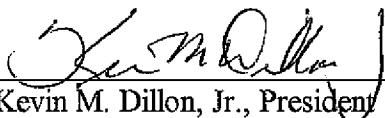
6. Execution in Counterparts. This Bill of Sale may be executed in two or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and date first above written.

In the Presence of:

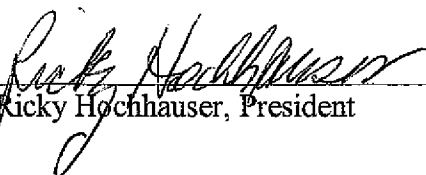


Seller:  
DILLON COMPANY, INC.

By   
Kevin M. Dillon, Jr., President

Buyer:  
AMERICAN DENTAL SUPPLY, INC.:



By   
Ricky Hochhauser, President

Commonwealth of Pennsylvania  
County of Northampton  
~~STATE OF RHODE ISLAND~~  
~~COUNTY OF PROVIDENCE~~

In <sup>Easton</sup>~~Cranston~~ on the 29<sup>th</sup> day of October 2008 before me personally appeared Kevin M. Dillon, Jr. in his capacity as President of Dillon Company, Inc., to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of Dillon Company, Inc.

*Denise Y. Mumbauer*

Printed Name.

Notary Public

My commission expires:



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF Northampton

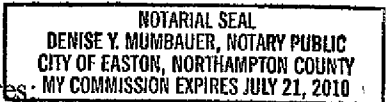
In <sup>Easton</sup>~~Allentown~~, on this 29<sup>th</sup> day of October 2008 before me personally appeared Ricky Hochhauser in his capacity as President of American Dental Supply, Inc., to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of American Dental Supply, Inc.

*Denise Y. Mumbauer*

Printed Name.

Notary Public

My commission expires:



**ASSIGNMENT OF CORPORATE NAME**

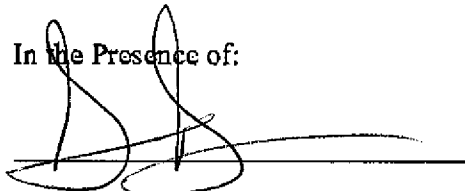
KNOW ALL MEN BY THESE PRESENTS, that **Dillon Company, Inc.**, a Rhode Island corporation with its principal place of business in Cranston, Rhode Island, in consideration of the sum of \_\_\_\_\_ Dollars paid by **American Dental Supply, Inc.**, a Pennsylvania corporation with its principal place of business in Allentown, Pennsylvania, the receipt whereof is hereby acknowledged, does hereby bargain, sell and deliver unto said American Dental Supply, Inc. all of its right, title and interest to the corporate name **Leach & Dillon Products**.

To have and to hold, all and singular, the said corporate name to the said American Dental Supply, Inc., its successors and assigns, to their own use and behoof forever.

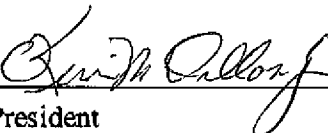
Dillon Company, Inc., hereby covenants with American Dental Supply, Inc. that it is the lawful owner of said name within the State of Pennsylvania, that it is free from all encumbrances, that it has good right to sell the same as aforesaid, and that American Dental Supply, Inc. will warrant and defend the same against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, Kevin M. Dillon, Jr., President of Dillon Company, Inc. has hereunto set his hand and the corporate seal this 29 day of October 2008.

In the Presence of:

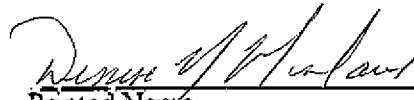


DILLON COMPANY, INC.:

By   
Its President

*Commonwealth of Pennsylvania*  
*County of Northampton*  
STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

In Easton ~~Cranston~~ on the 29<sup>th</sup> day of October 2008 before me personally appeared Kevin M. Dillon, Jr. in his capacity as President of Dillon Company, Inc., to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of Dillon Company, Inc.

  
Printed Name.  
Notary Public  
My commission expires:

NOTARIAL SEAL  
DENISE Y. MUMBAUER, NOTARY PUBLIC  
CITY OF EASTON, NORTHAMPTON COUNTY  
MY COMMISSION EXPIRES JULY 21, 2010

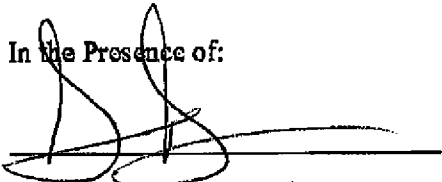
**ASSIGNMENT OF CORPORATE NAME**

KNOW ALL MEN BY THESE PRESENTS, that **Dillon Company, Inc.**, a Rhode Island corporation with its principal place of business in Cranston, Rhode Island, in consideration of the sum of \_\_\_\_\_ Dollars paid by **American Dental Supply, Inc.**, a Pennsylvania corporation with its principal place of business in Allentown, Pennsylvania, the receipt whereof is hereby acknowledged, does hereby bargain, sell and deliver unto said American Dental Supply, Inc. all of its right, title and interest to the corporate name **Leach & Dillon Products**.

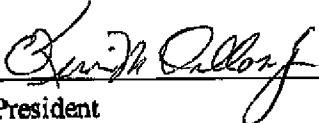
To have and to hold, all and singular, the said corporate name to the said American Dental Supply, Inc., its successors and assigns, to their own use and behoof forever.

Dillon Company, Inc., hereby covenants with American Dental Supply, Inc. that it is the lawful owner of said name within the State of Pennsylvania, that it is free from all encumbrances, that it has good right to sell the same as aforesaid, and that American Dental Supply, Inc. will warrant and defend the same against the lawful claims and demands of all persons.

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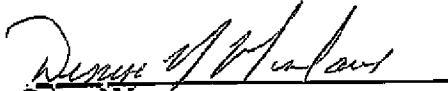
In the Presence of:  


DILLON COMPANY, INC.:

By   
Its President

*Commonwealth of Pennsylvania*  
*County of Northampton*  
STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

*Easton*  
In *Cranston* on the *29<sup>th</sup>* day of *October* 2008 before me personally appeared Kevin M. Dillon, Jr. in his capacity as President of Dillon Company, Inc., to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument by him so executed to be his free act and deed and the free act and deed of Dillon Company, Inc.

  
Printed Name.  
Notary Public  
My commission expires:

NOTARIAL SEAL  
DENISE Y. MUMBAUER, NOTARY PUBLIC  
CITY OF EASTON, NORTHAMPTON COUNTY  
MY COMMISSION EXPIRES JULY 21, 2010

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