

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             |
|------------------------------|----------|----------------|-------------------------|
| daVinci Dental Studios, Inc. |          | 03/05/2012     | CORPORATION: CALIFORNIA |

**RECEIVING PARTY DATA**

|                        |                                     |
|------------------------|-------------------------------------|
| <b>Name:</b>           | DLH daVinci, LLC                    |
| <b>Street Address:</b> | 2901 W. Coast Hwy, Suite 200        |
| <b>City:</b>           | Newport Beach                       |
| <b>State/Country:</b>  | CALIFORNIA                          |
| <b>Postal Code:</b>    | 92663                               |
| <b>Entity Type:</b>    | LIMITED LIABILITY COMPANY: DELAWARE |

**PROPERTY NUMBERS Total: 11**

| Property Type        | Number  | Word Mark                      |
|----------------------|---------|--------------------------------|
| Registration Number: | 3096437 | DA VINCI VENEERS               |
| Registration Number: | 3014180 | DA VINCI VENEERS               |
| Registration Number: | 3012293 | SMILES BY DA VINCI             |
| Registration Number: | 3146284 | DA VINCI SMILES                |
| Registration Number: | 3211783 | DA VINCI PORCELAIN VENEERS     |
| Registration Number: | 2061195 | DA VINCI DENTAL STUDIOS        |
| Registration Number: | 3330958 | CLEANMINTS                     |
| Registration Number: | 3473818 | DA VINCI ENGINEERED AESTHETICS |
| Registration Number: | 3373667 | BRIGHTENUP                     |
| Registration Number: | 3603172 | SMILE RESPONSIBLY              |
| Registration Number: | 3751705 | DA VINCI                       |

**CORRESPONDENCE DATA**

Fax Number: (949)725-4100  
 Phone: 949-725-4043

Email: amina@sycr.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Arnold V. Mina

Address Line 1: Stradling Yocca Carlson & Rauth

Address Line 2: 660 Newport Center Drive, Suite 1600

Address Line 4: Newport Beach, CALIFORNIA 92660

|                         |                         |
|-------------------------|-------------------------|
| ATTORNEY DOCKET NUMBER: | 102182-0000/DLH DAVINCI |
| NAME OF SUBMITTER:      | Arnold V. Mina          |
| Signature:              | /Arnold V. Mina/        |
| Date:                   | 03/19/2012              |

**Total Attachments: 6**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This Intellectual Property Assignment Agreement ("Agreement"), dated as of March 5, 2012, is made by daVinci Dental Studios, Inc. ("Seller"), a California corporation, in favor of DLH daVinci, LLC ("Buyer"), a Delaware limited liability company and the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement (the "Asset Purchase Agreement") by and among Dental Lab Holdings, LLC, a Delaware limited liability company, Seller, Buyer, the Materdomini Family Trust U/T/D Dated June 23, 1988, Daniel Materdomini, an individual, and Chester Garcia, an individual, dated of even date herewith.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Agreement, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

NOW, THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, sells and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, benefit and interest in and to the following (the "Assigned IP"):

(a) the trademark registrations and applications set forth in Exhibit A hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "Trademarks");

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions and Assurances. Seller authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this Agreement upon request by Buyer. Seller shall

take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto. Seller shall transfer or shall cause to be transferred to Buyer or its legal representatives all original books and records relating to the Assigned IP, including all related application and registration files, documents, passwords, and user identification numbers.

3. Headings; References. The headings contained in this Agreement are for convenience of reference only and shall not affect the interpretation or construction hereof.

4. Amendment; Waiver. This Agreement may be amended or modified only in a writing referencing this Agreement and duly executed by the parties hereto. The provisions of this Agreement may be waived only in a writing referencing this Agreement signed by the party from whom the waiver is sought, and a party may enforce any provision of this Agreement even if it has previously granted a waiver or failed to enforce that or any other provision of this Agreement.

5. Governing Law. This Agreement is to be governed by, and construed and enforced in accordance with, the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

6. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision is to be interpreted to be only so broad as is enforceable.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. A signature to this Agreement delivered by facsimile or e-mail with a PDF attachment will be sufficient for all purposes between the parties.

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Agreement as of the date first above written.

**SELLER:**

**DAVINCI DENTAL STUDIOS, INC.**

By: 

Name: Daniel Materdomini

Title: President

**BUYER:**

**DLH DAVINCI, LLC**

By: \_\_\_\_\_

Name: Jennifer Stewart

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 004739 FRAME: 0232**

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Agreement as of the date first above written.

**SELLER:**

**DAVINCI DENTAL STUDIOS, INC.**

By: \_\_\_\_\_

Name: Daniel Materdomini

Title: President

**BUYER:**

**DLH DAVINCI, LLC**

By: \_\_\_\_\_

Name: Jennifer Stewart

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

**TRADEMARK**  
**REEL: 004739 FRAME: 0233**

**EXHIBIT A**

**ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

| <b>Trademark</b>               | <b>Country</b>     | <b>Application No.</b>   | <b>Publication Date</b> | <b>Registration No.</b> | <b>Status / Next Renewal</b>                                                                                |
|--------------------------------|--------------------|--------------------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------|
| DA VINCI                       | Canada             | 1253B17<br>(4/12/2005)   | 10/19/2005              | TMA661,557<br>3/28/2006 | Registered<br>3/28/2021                                                                                     |
| DA VINCI VENEERS               | European Community | 003949781<br>(7/26/2004) | N/A                     | 003949781<br>11/22/2005 | Registered<br>7/26/2014                                                                                     |
| DA VINCI ENGINEERED AESTHETICS | European Community | 5372867<br>(10/10/2006)  | 3/5/2007                | 5372867<br>9/13/2007    | Registered<br>10/10/2016                                                                                    |
| DA VINCI                       | European Community | 008889511<br>(2/17/2010) | 4/26/2010               | N/A                     | Published                                                                                                   |
| DA VINCI VENEERS               | USA                | 78357733<br>(1/26/2004)  | 11/9/2004               | 3096437<br>5/23/2006    | Registered<br>8&15 due<br>5/23/2012<br>Renewal due<br>5/23/2016                                             |
| DA VINCI VENEERS               | USA                | 78976332<br>(1/26/2004)  | 11/9/2004               | 3014180<br>11/8/2005    | 11/8/2015<br>8&15 accepted<br>12/19/2011<br>Renewal due<br>11/8/2015                                        |
| SMILES BY DA VINCI             | USA                | 78976109<br>2/18/2004    | 11/30/2004              | 3012293<br>11/1/2005    | Registered<br>8&15 accepted<br>12/13/2011<br>Renewal due<br>11/1/2015                                       |
| DA VINCI SMILES                | USA                | 78370219<br>2/18/2004    | 3/29/2005               | 3146284<br>9/19/2006    | Registered<br>8&15 due 9/19/12<br>Renewal due<br>9/19/2016                                                  |
| DA VINCI PORCELAIN VENEERS     | USA                | 78370221<br>2/18/2004    | N/A                     | 3211783<br>2/20/2007    | Registered<br>8&15 due<br>2/20/2013<br>Renewal due<br>2/2017                                                |
| DA VINCI DENTAL STUDIOS        | USA                | 75107384<br>5/21/1996    | 2/18/1997               | 2061195<br>5/13/1997    | Registered<br>8&15 accepted<br>2/2/2005<br>1st Renewal<br>granted 6/11/2007<br>2nd Renewal due<br>5/13/2017 |

| <b>Trademark</b>                     | <b>Country</b> | <b>Application No.</b> | <b>Publication Date</b> | <b>Registration No.</b> | <b>Status / Next Renewal</b>                                      |
|--------------------------------------|----------------|------------------------|-------------------------|-------------------------|-------------------------------------------------------------------|
| CLEANMINTS                           | USA            | 78607275<br>4/12/2005  | 1/10/2006               | 3330958<br>11/6/2007    | Not in Use<br>Sec 8 due by<br>11/6/2013                           |
| DA VINCI<br>ENGINEERED<br>AESTHETICS | USA            | 78775021<br>12/16/2005 | 2/27/2007               | 3473818<br>7/22/2008    | Registered<br>8&15 due<br>7/22/2014<br>Renewal due<br>7/22/2018   |
| BRIGHTENUP                           | USA            | 77092461<br>1/26/2007  | 7/31/2007               | 3373667<br>1/22/2008    | Not in Use<br>Sec 8 due<br>1/22/2012<br>Grace lapses<br>7/21/2012 |
| SMILE<br>RESPONSIBLY                 | USA            | 77176014<br>5/8/2007   | 10/30/2007              | 3603172<br>4/7/2009     | Registered<br>8&15 due<br>4/7/2015<br>Renewal due<br>4/7/2019     |
| DA VINCI                             | USA            | 77771567<br>6/30/2009  | 12/8/2009               | 3751705<br>2/23/2010    | Registered<br>8&15 due<br>2/23/2016<br>Renewal due<br>2/23/2020   |