

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DISCUS DENTAL, LLC		03/30/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Zila, Inc.		
Street Address:	701 Centre Avenue		
City:	Fort Collins		
State/Country:	COLORADO		
Postal Code:	80526		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2891815	SOFTLASE	
Registration Number:	3533877	SOFTLASE PRO	
Registration Number:	3533881	ADVANCED MICROLASER SYSTEM	
Registration Number:	3649489	ORTHOLASE	
Registration Number:	3600540	HYGIENELASE	
Registration Number:	3967959	SL3	
Registration Number:	3968010	UNIFIBER	
Registration Number:	3781854	INSIGHT	
Registration Number:	3159779	PROTÉGÉ	
CORRESPONDENCE DATA			
Fax Number:	(310)203-0567		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarkdocket@jmbm.com		

CH \$240.00 2891815

Correspondent Name: Rod S. Berman
Address Line 1: 1900 Avenue of the Stars, 7th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067-4308

ATTORNEY DOCKET NUMBER:	65714-0001(DISCUS)
NAME OF SUBMITTER:	Brennan C. Swain
Signature:	/brennan c swain/
Date:	04/03/2012

Total Attachments: 10
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TRADEMARK ASSIGNMENT

PARTIES TO THE ASSIGNMENT:

Assignor:

Discus Dental, LLC
c/o Philips Electronics North America Corporation
3000 Minuteman Road
Building One, MS 109
United States of America

State of Incorporation: California LLC

Assignee:

Zila, Inc.
701 Centre Avenue
Fort Collins, CO 80526
United States

State of Incorporation: Nevada

TRADEMARKS SUBJECT TO THE ASSIGNMENT:

See Schedule A attached.

WHEREAS, the Assignor identified above, a limited liability company organized and existing under the laws of the State identified above, and having its principal place of business at the location identified above, is the owner of the trademarks and service marks (the "Marks") and the trademark applications and registrations identified on Schedule A attached hereto that are related to the Marks (collectively, the "Trademark Rights");

WHEREAS, the Assignor, wishes to assign the Trademark Rights and the goodwill of the business associated therewith, or that portion of the good will of the business to which the Trademark Rights pertain, as required by § 10 of the Lanham Act; and

WHEREAS, the Assignee identified above, a corporation organized and existing under the laws of the State indicated above, and having its principal place of business at the address indicated above, desires to acquire all of the Assignor's right, title, and interest in and to the Trademark Rights, together with that portion of goodwill of the business to which the Trademark Rights pertain;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor has sold, transferred, assigned, and conveyed, and hereby sells, transfers, assigns, and conveys unto the Assignee, its successors and assigns, all of the Assignor's entire right, title, and interest in and to the Trademark Rights, in the United States of America and any foreign countries, together with that portion of the goodwill associated with the business to which the Trademark Rights pertain, all common-law rights related thereto, all rights of registration, renewal, and extension, and the right to recover for claims of damages and profits for past infringements thereof; and

The Assignor further covenants and agrees that this Assignment is effective as of the date of execution of this document by the Assignor's representative below.

TRADEMARK ASSIGNMENT

Parties' Initials

 _____

TRADEMARK ASSIGNMENT

PARTIES TO THE ASSIGNMENT:

Assignor:

Discus Dental, LLC
c/o Philips Electronics North America Corporation
3000 Minuteman Road
Building One, MS 109
United States of America

State of Incorporation: California LLC

Assignee:

Zila, Inc.
701 Centre Avenue
Fort Collins, CO 80526
United States

State of Incorporation: Nevada

TRADEMARKS SUBJECT TO THE ASSIGNMENT:

See Schedule A attached.

WHEREAS, the Assignor identified above, a limited liability company organized and existing under the laws of the State identified above, and having its principal place of business at the location identified above, is the owner of the trademarks and service marks (the "Marks") and the trademark applications and registrations identified on Schedule A attached hereto that are related to the Marks (collectively, the "Trademark Rights");

WHEREAS, the Assignor, wishes to assign the Trademark Rights and the goodwill of the business associated therewith, or that portion of the good will of the business to which the Trademark Rights pertain, as required by § 10 of the Lanham Act; and

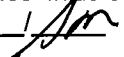
WHEREAS, the Assignee identified above, a corporation organized and existing under the laws of the State indicated above, and having its principal place of business at the address indicated above, desires to acquire all of the Assignor's right, title, and interest in and to the Trademark Rights, together with that portion of goodwill of the business to which the Trademark Rights pertain;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor has sold, transferred, assigned, and conveyed, and hereby sells, transfers, assigns, and conveys unto the Assignee, its successors and assigns, all of the Assignor's entire right, title, and interest in and to the Trademark Rights, in the United States of America and any foreign countries, together with that portion of the goodwill associated with the business to which the Trademark Rights pertain, all common-law rights related thereto, all rights of registration, renewal, and extension, and the right to recover for claims of damages and profits for past infringements thereof; and

The Assignor further covenants and agrees that this Assignment is effective as of the date of execution of this document by the Assignor's representative below.

TRADEMARK ASSIGNMENT

Parties' Initials



EXECUTION VERSION

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

TRADEMARK ASSIGNMENT


Parties' Initials

SAI _____

STATE OF CONNECTICUT)
CITY OF STAMFORD) ss.
COUNTY OF FAIRFIELD)

ASSIGNOR: Discus Dental, LLC

Dated: March 30, 2012



(signature)

Place: Stamford, CT

By: Joseph E. Innamorati

(printed name of authorized agent of assignor)

Its: Vice President

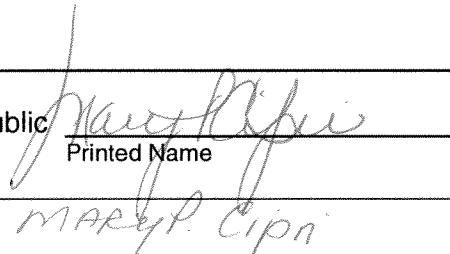
(title)

Before me, a Notary Public in and for said County and State, personally appeared Joseph E. Innamorati (Agent of Assignor), who executed the foregoing instrument for the purposes and considerations therein expressed.

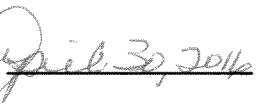
Given under my hand and seal of office this 30th day of March, 2012.

Notary Public

Printed Name

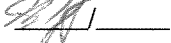

MARY P. CIPRI

My Commission Expires:



TRADEMARK ASSIGNMENT

Parties' Initials



STATE OF)
CITY OF) ss.
COUNTY OF)

ASSIGNOR: Discus Dental, LLC

Dated: March 30, 2012 _____

(signature)

Place: _____ By: Joseph E. Innamorati
(printed name of authorized agent of assignor)

Its: Vice President
(title)

Before me, a Notary Public in and for said County and State, personally appeared Joseph E. Innamorati (Agent of Assignor), who executed the foregoing instrument for the purposes and considerations therein expressed.

Given under my hand and seal of office this 30th day of March, 2012.

Notary Public _____
Printed Name

My Commission Expires: _____

TRADEMARK ASSIGNMENT

Parties' Initials
 J.E.

EXECUTION VERSION

SAID ASSIGNEE HEREBY acknowledges the aforesaid statements and accepts the aforesaid assignment, transfer, and conveyance of the Trademark Rights and the associated goodwill of Assignor's business;

AND, IN TESTIMONY WHEREOF, said ASSIGNEE hereunto sets its hand on the date indicated below.

STATE OF COLORADO)
CITY OF DENVER) ss.
COUNTY OF DENVER)

ASSIGNEE: Zila, Inc.

Dated: March 30, 2012 _____

(signature)

Place: Denver, Colorado By: Sean Moriarty _____

(printed name of authorized agent of assignor)

Its: Authorized Representative _____

(title)


The foregoing instrument was acknowledged before me this 30th day of March, 2012, by Sean Moriarty, as an Authorized Representative of Zila, Inc., a Nevada corporation, on behalf of the corporation.

Notary Public _____
Printed Name

My Commission Expires: _____

TRADEMARK ASSIGNMENT

Parties' Initials

 _____

EXECUTION VERSION

SAID ASSIGNEE HEREBY acknowledges the aforesaid statements and accepts the aforesaid assignment, transfer, and conveyance of the Trademark Rights and the associated goodwill of Assignor's business;

AND, IN TESTIMONY WHEREOF, said ASSIGNEE hereunto sets its hand on the date indicated below.

STATE OF COLORADO)
CITY OF DENVER) ss.
COUNTY OF DENVER)

ASSIGNEE: Zila, Inc.

Dated: March 30, 2012

Sean Moriarty
(signature)

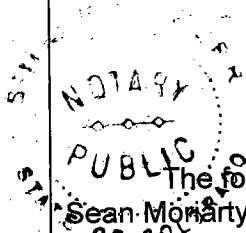
Place: Denver, Colorado

By: Sean Moriarty

(printed name of authorized agent of assignor)

Its: Authorized Representative

(title)



The foregoing instrument was acknowledged before me this 30th day of March, 2012, by Sean Moriarty, as an Authorized Representative of Zila, Inc., a Nevada corporation, on behalf of the corporation.

Shirley Koger

Notary Public

SHIRLEY KOGER
Printed Name

My Commission Expires: APRIL 29, 2015

TRADEMARK ASSIGNMENT

Parties' Initials

SM

SCHEDULE A

Trademarks Subject to Assignment from Discus Dental, LLC to Zila, Inc.

Title	Country	Application	Filing Date	Registration	Registration Date
SOFTLASE	US	78/074079	7/16/2001	2891815	10/5/2004
SOFTLASE PRO	US	77/445475	4/10/2008	3533877	11/18/2008
ADVANCED MICROLASER SYSTEM	US	77/445517	4/10/2008	3533881	11/18/2008
ORTHOLASE	US	77/445484	4/10/2008	3649489	7/7/2009
HYGIENELASE	US	77/445497	4/10/2008	3600540	3/31/2009
NV	CA	1506972	12/8/2010		
NV	EU	9290611	8/3/2010	9290611	12/24/2010
NV MICROLASER	AU	1375409	8/2/2010	1375409	12/6/2010
SL3	US	85/102098	8/6/2010	3967959	5/24/2011
UNIFIBER	US	85/141498	9/29/2010	3968010	5/24/1944
UNIFIBER	AE	155033	3/29/2011		
UNIFIBER	AU	1416625	3/28/2011	1416625	7/29/2011
UNIFIBER	CA	1521075	3/28/2011		
UNIFIBER	EU	9488805	3/29/2011	9848805	8/9/2011
UNIFIBER	JP	2011-022002	3/29/2011	5444198	10/14/2011
UNIFIBER	KR	40-2011-0016014	3/29/2011		
UNIFIBER	SA	166424	3/28/2011		
INSIGHT	US	77/492087	6/5/2008	3781854	4/27/2010
INSIGHT	EU	7435498	12/2/2008	7435498	10/3/2009
INSIGHT	AU	1275095	2/12/2008	1275095	4/16/2009
PROTÉGÉ	US	78287270	8/14/2005	3159779	10/17/2006
PROTÉGÉ	CA	1206206	8/14/2003	TMA696829	9/19/2007
PROTÉGÉ	EU	3662038	2/12/2004	3662038	7/4/2005
NV	AE	145650	8/4/2010		

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TRADEMARK ASSIGNMENT

Parties' Initials



SCHEDULE A

Trademarks Subject to Assignment from Discus Dental, LLC to Zila, Inc.

Title	Country	Application	Filing Date	Registration	Registration Date
SOFTLASE	US	78/074079	7/16/2001	2891815	10/5/2004
SOFTLASE PRO	US	77/445475	4/10/2008	3533877	11/18/2008
ADVANCED MICROLASER SYSTEM	US	77/445517	4/10/2008	3533881	11/18/2008
ORTHOLASE	US	77/445484	4/10/2008	3649489	7/7/2009
HYGIENELASE	US	77/445497	4/10/2008	3600540	3/31/2009
NV	CA	1506972	12/8/2010		
NV	EU	9290611	8/3/2010	9290611	12/24/2010
NV MICROLASER	AU	1375409	8/2/2010	1375409	12/6/2010
SL3	US	85/102098	8/6/2010	3967959	5/24/2011
UNIFIBER	US	85/141498	9/29/2010	3968010	5/24/1944
UNIFIBER	AE	155033	3/29/2011		
UNIFIBER	AU	1416625	3/28/2011	1416625	7/29/2011
UNIFIBER	CA	1521075	3/28/2011		
UNIFIBER	EU	9488805	3/29/2011	9848805	8/9/2011
UNIFIBER	JP	2011-022002	3/29/2011	5444198	10/14/2011
UNIFIBER	KR	40-2011-0016014	3/29/2011		
UNIFIBER	SA	166424	3/28/2011		
INSIGHT	US	77/492087	6/5/2008	3781854	4/27/2010
INSIGHT	EU	7435498	12/2/2008	7435498	10/3/2009
INSIGHT	AU	1275095	2/12/2008	1275095	4/16/2009
PROTÉGÉ	US	78287270	8/14/2005	3159779	10/17/2006
PROTÉGÉ	CA	1206206	8/14/2003	TMA696829	9/19/2007
PROTÉGÉ	EU	3662038	2/12/2004	3662038	7/4/2005
NV	AE	145650	8/4/2010		

6176831v.3

TRADEMARK ASSIGNMENT

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