

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
Ryan B. Swain		01/31/2013	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Six Month Smiles, LLC
Street Address:	35 Main Street
City:	Scottsville
State/Country:	NEW YORK
Postal Code:	14546
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3670066	SIX MONTH SMILES
Registration Number:	3584168	6
Registration Number:	3435176	6

CORRESPONDENCE DATA

Fax Number: 2485668531
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 248-566-8530
 Email: TMdocketing@honigman.com
 Correspondent Name: Julie Kretzschmer
 Address Line 1: 39400 Woodward Avenue
 Address Line 4: Bloomfield Hills, MICHIGAN 48304-5151

ATTORNEY DOCKET NUMBER:	205219-335104
NAME OF SUBMITTER:	Julie Kretzschmer

Signature:	/Julie Kretzschmer/
Date:	02/06/2013
Total Attachments: 8 source=Assignment in favor of Six Month Smiles LLC#page1.tif source=Assignment in favor of Six Month Smiles LLC#page2.tif source=Assignment in favor of Six Month Smiles LLC#page3.tif source=Assignment in favor of Six Month Smiles LLC#page4.tif source=Assignment in favor of Six Month Smiles LLC#page5.tif source=Assignment in favor of Six Month Smiles LLC#page6.tif source=Assignment in favor of Six Month Smiles LLC#page7.tif source=Assignment in favor of Six Month Smiles LLC#page8.tif	

ASSIGNMENT OF PROPRIETARY RIGHTS

This ASSIGNMENT OF PROPRIETARY RIGHTS (this "Assignment"), dated as of January 31, 2013, is made by and among Six Month Smiles, LLC, a Delaware limited liability company (the "Buyer"), Six Month Smiles Inc., a New York corporation (the "SMS"), Six Month Smiles Case Processing, Inc., a New York corporation ("SMS Case Processing"), Six Month Smiles Tools and Supplies, Inc., a New York corporation, ("SMS Tools & Supplies"), Six Month Smiles Seminars, Inc., a New York corporation ("SMS Seminars" and together with SMS, SMS Case Processing and SMS Tools & Supplies, each a "Company" and, collectively, the "Companies"), and Ryan Swain ("R. Swain").

Recitals

A. The Companies, R. Swain and the Buyer are parties to an Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which the Companies have agreed to sell, assign, transfer and deliver the Purchased Assets, including the Company Proprietary Rights, to the Buyer, and the Buyer has agreed to assume, pay, perform and discharge when due the Assumed Liabilities.

B. R. Swain owns, free and clear of all Encumbrances, certain Proprietary Rights which are used in or necessary for the conduct of the Business as currently conducted.

C. In consideration of the direct and indirect benefits accruing to R. Swain under the Purchase Agreement, R. Swain has agreed to sell, assign, transfer and deliver the R. Swain Proprietary Rights to the Buyer.

D. The parties desire to effect the sale, assignment, transfer and delivery of the SMS Proprietary Rights to the Buyer, with the Companies and R. Swain, as the case may be, selling, assigning, transferring and delivering all such SMS Proprietary Rights to the Buyer, and the Buyer accepting all such SMS Proprietary Rights as set forth below.

E. This Agreement is being executed and delivered at the Closing pursuant to the Purchase Agreement.

NOW, THEREFORE, for the consideration described in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Proprietary Rights.

(a) The Companies hereby irrevocably sell, assign, transfer and deliver to the Buyer, and its successors and assigns, all of the Companies' right, title and interest, of whatever kind, throughout the world, in and to the Company Proprietary Rights, including more specifically, but without limitation, (a) any and all of the Companies' trademarks, service marks, trade names, domain names and all applications therefore (the "Company Marks"), together with all of the goodwill associated with and symbolized by the Company Marks, including any applications, registrations, renewals and extensions thereof for the Company Marks, including as further

detailed in the attached Exhibit A; (b) all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States of America or any foreign country, now or hereafter in effect; and (c) patent rights and rights of similar nature that are used in the Business including those items set forth on the attached Exhibit B (the "Company Patents"), along with their entire right, title and interest in and to the inventions claimed in the Company Patents, including the right to file foreign patent applications corresponding to such Company Patents, and the right to claim the priority date of said Company Patents and any legal equivalents thereof, and any and all corresponding patents and patent applications in the United States of America and all foreign countries which have been or may be granted therefor and thereon, and to any and all divisions, continuations, continuations-in-part, reexaminations, substitutions, reissues, extensions and renewals of such patents, the same to be held and enjoyed by Buyer, as fully and entirely as the same would have been held and enjoyed by Companies had this assignment and sale not been made.

(b) R. Swain hereby irrevocably sells, assigns, transfers and delivers to the Buyer, and its successors and assigns, all of R. Swain's right, title and interest, of whatever kind, throughout the world, in and to the R. Swain Proprietary Rights, including more specifically, but without limitation, the trademarks, service marks, trade names, domain names and all applications therefore detailed in the attached Exhibit A (the "R. Swain Marks"), together with all of the goodwill associated with and symbolized by the R. Swain Marks, including any applications, registrations, renewals and extensions thereof for the R. Swain Marks; and (b) all other corresponding rights at common law or otherwise that are or may be secured under the laws of the United States of America or any foreign country, now or hereafter in effect;

2. Rights. The foregoing sales, assignments and transfers all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, the Companies and R. Swain agree that they shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by the Buyer of the SMS Proprietary Rights, or assist any third party in any of the foregoing.

3. Further Assurances. The Companies and R. Swain will promptly take such action, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by the Buyer to vest, secure, and perfect, the rights and interests of the Buyer in, to and under the SMS Proprietary Rights.

4. Conflict with Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Purchase Agreement. To the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

5. Recordation. The Companies and R. Swain hereby authorize the Commissioner of Trademarks of the U.S. Patent and Trademark Office and any other appropriate national,

federal and state government officials, to record this Assignment upon request by the Buyer or its representatives and to issue one or more new certificates of registration in the Buyer's name.

6. Amendment. This Assignment may not be amended, modified, waived, or terminated except in a writing signed by the Companies and R. Swain, on one hand, and the Buyer, on the other hand.

7. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

8. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Delaware, without giving effect to the choice of law principles thereof or of any other jurisdiction.

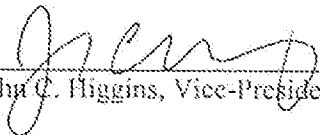
9. Execution. This Agreement may be executed by facsimile, scanned and emailed or other electronic signatures and in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Assignment to be duly executed as of the date first written above.

BUYER:

SIX MONTH SMILES, LLC

By: 
John C. Higgins, Vice-President

COMPANIES:

SIX MONTH SMILES INC.

By: _____
Dr. Ryan B. Swain, President

SIX MONTH SMILES CASE PROCESSING, INC.

By: _____
Dr. Ryan B. Swain, President

SIX MONTH SMILES TOOLS AND SUPPLIES, INC.

By: _____
Dr. Ryan B. Swain, President

SIX MONTH SMILES SEMINARS, INC.

By: _____
Dr. Ryan B. Swain, President

R. SWAIN:

Dr. Ryan B. Swain

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BUYER:

SIX MONTH SMILES, LLC

By: _____
John C. Higgins, Vice-President

COMPANIES:

SIX MONTH SMILES INC.

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Dr. Ryan B. Swain, President

SIX MONTH SMILES CASE PROCESSING, INC.

By: _____
Dr. Ryan B. Swain, President

SIX MONTH SMILES TOOLS AND SUPPLIES, INC.

By: _____
Dr. Ryan B. Swain, President

SIX MONTH SMILES SEMINARS, INC.

By: _____
Dr. Ryan B. Swain, President

R. SWAIN:

Dr. Ryan B. Swain

EXHIBIT A – COMPANY MARKS

Trademarks

Trademark Name	Application No.	Filing Date	Registration Number	Registration Date	Jurisdiction
ORTHOMAX	85509886	01/05/12	4194170	08/21/12	U.S. Federal
ORTHOFLOW	85509891	01/05/12	4194172	08/21/12	U.S. Federal
FREQUENT SMILER PROGRAM	85509892	01/05/12	4194173	08/21/12	U.S. Federal
Design Only	85172410	11/09/10	4112697	03/13/12	U.S. Federal
LUCID LOK	85172419	11/09/10	4161856	06/19/12	U.S. Federal
SIX MONTH SMILES	142409900	01/09/09	TMA816725	02/01/12	Canada
Design Only	831025166	05/09/11			Brazil
Design Only	831025158	05/09/11			Brazil
Design Only	831025174	05/09/11			Brazil
Design Only	831025140	05/09/11			Brazil
Design Only	9950882	05/09/11	9950882	10/13/11	Community Trademarks
Design Only	1424004	05/09/11	1424004	05/09/11	Australia

Domain Names

6monthsmiles.com
sixmonthsmiles.com
advancedlevelreunion.com
sixmonthsmilesaacd.com
sixmonthsmilesjcd.com
thealigneralternative.com
reliablecosmeticbraces.com
sixmonthsmilesseminar.com
sixmonthsmilestownies.com
cosmeticbracessystem.com
sixmonthsmilesgp.com

EXHIBIT B – COMPANY PATENTS

Pub. #	Title	App. Number	App. Date	Pub. Date	Assignee/Applicant
<u>US8323023B2</u>	Orthodontic kit and methods for same	US13523667A	2011-12-12	2012-12-04	Six Month Smiles Inc., Scottsville, NY, US
<u>EP2461763A1</u>	ORTHODONTIC BRACKET SYSTEM AND METHOD ZAHNÄRZTLICHES KLAMMERSYSTEM UND VERFAHREN DAFÜR SYSTÈME ET PROCÉDÉ POUR CROCHET ORTHODONTIQUE	EP2010807064A	2010-08-03	2012-06-13	Six Month Smiles Inc., Scottsville, NY, US
<u>US8157562B2</u>	Orthodontic bracket system and method	US2009536009A	2009-08-05	2012-04-17	Six Month Smiles Inc., Scottsville, NY, US
<u>WO2011017379A1</u>	ORTHODONTIC BRACKET SYSTEM AND METHOD SYSTÈME ET PROCÉDÉ POUR CROCHET ORTHODONTIQUE	WO2010US44318A	2010-08-03	2011-02-10	Six Month Smiles Inc., Scottsville, NY, US
<u>US20110033812A1</u>	ORTHODONTIC BRACKET SYSTEM AND METHOD	US2010849698A	2010-08-03	2011-02-10	Six Month Smiles Inc., Scottsville, NY, US
<u>US20090215003A1</u>	ORTHODONTIC KIT AND METHODS FOR SAME	US200838752A	2008-02-27	2009-08-27	Six Month Smiles Inc., Scottsville, NY, US
WO2009108470	ORTHODONTIC KIT AND METHODS FOR SAME	WO2009US33048	2009-02-04	2009-09-03	Six Month Smiles Inc., Scottsville, NY, US

EXHIBIT C – R. SWAIN MARKS

Trademarks

Trademark Name	Application No.	Filing Date	Registration Number	Registration Date	Jurisdiction
6	77305538	10/16/07	3584168	03/03/09	U.S. Federal
6	77283955	09/19/07	3435176	05/27/08	U.S. Federal
SIX MONTH SMILES	77305519	10/16/07	3670066	08/18/09	U.S. Federal
Six Month Smiles Design	144210000	06/18/09	TMA784114	12/06/10	Canada
6	8376841	06/19/09	8376841	01/12/10	Community Trademarks
SIX MONTH SMILES	7514789	01/12/09	7514789	07/29/09	Community Trademarks
6	1305162	06/19/09	1305162	06/19/09	Australia
SIX MONTH SMILES	1280570	01/12/09	1280570	01/12/09	Australia