

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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mercer Advisors Inc.		07/31/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Patterson Dental Supply, Inc.		
<b>Street Address:</b>	1031 Mendota Heights Road		
<b>City:</b>	Mendota Heights		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55120		
<b>Entity Type:</b>	CORPORATION: MINNESOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3654093	360° PLANNING	
<b>Registration Number:</b>	3700826	360° PLANNING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6129778650		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	612-977-8229		
<b>Email:</b>	ababcock@briggs.com		
<b>Correspondent Name:</b>	Audrey Babcock		
<b>Address Line 1:</b>	80 South 8th Street		
<b>Address Line 2:</b>	2200 IDS Center		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	16018.494		
<b>NAME OF SUBMITTER:</b>	Audrey J. Babcock		
<b>Signature:</b>	/Audrey J. Babcock/		

CH \$65.00 3654093

**TRADEMARK**

Date:

09/18/2013

Total Attachments: 5

source=Assignment#page1.tif

source=Assignment#page2.tif

source=Assignment#page3.tif

source=Assignment#page4.tif

source=Assignment#page5.tif

**ASSIGNMENT OF TRADEMARKS**  
(Mercer Advisors Inc.)

**THIS ASSIGNMENT OF TRADEMARKS ("Trademark Assignment")**, effective as of July 31, 2013 (the "**Effective Date**"), is made and entered into by and between **PATTERSON DENTAL SUPPLY, INC.**, a Minnesota corporation having a business address at 1031 Mendota Heights Road, Mendota Heights, Minnesota 55120 ("**Patterson**"), and **MERCER ADVISORS INC.**, a Delaware corporation having a business address at 1801 East Cabrillo Boulevard, Santa Barbara, California 93108 ("**Mercer Advisors**").

**RECITALS:**

A. Patterson, Mercer Mastery Inc., a Delaware corporation and Mercer Advisors are parties to that certain Asset Purchase Agreement, dated as of the Effective Date (the "**Sale Agreement**").

B. Pursuant to the Sale Agreement, Mercer Advisors has agreed to execute and deliver this Trademark Assignment.

C. Mercer Advisors is the owner of all of the right, title and interest in and to certain trademarks as specified in Schedule 1 attached hereto (the "**Trademarks**"), which have been registered under the registration numbers listed in Schedule 1.

D. Mercer Advisors is willing to assign to Patterson its rights in such Trademarks, and Patterson desires to obtain ownership of the Trademarks in accordance with the terms and conditions set forth in this Trademark Assignment and the Sale Agreement.

**AGREEMENT:**

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which is acknowledged, Patterson and Mercer Advisors, intending to be legally bound, hereby agree as follows:

1. Assignment. Mercer Advisors does hereby irrevocably grant, sell, convey, transfer, assign, deliver and relinquish exclusively to Patterson, in perpetuity, all of its worldwide right, title, and interest in and to all of the Trademarks, together with the goodwill of the business associated therewith, including the right to sue for and obtain remedies against past infringement and rights of priority and protection of interest in such Trademarks.

2. Recordation. In order to record this Trademark Assignment with the United States Patent and Trademark Office (the "**PTO**"), the parties hereto will execute this Trademark Assignment and Patterson may execute the Recordation Cover Sheet (and any other required document) required by the PTO in order to record the assignment effected hereby. Thereafter, Patterson may record the executed Recordation Cover Sheet (and any other required document) with the PTO, together with this Trademark Assignment and Schedule 1 hereto.

3. Power of Attorney. In the event Patterson is unable after reasonable effort to secure signature on behalf of Mercer Advisors on any document needed for the actions specified

in this Trademark Assignment, Mercer Advisors does hereby make, constitute and appoint Patterson (and any officer or agent of Patterson as Patterson may select in its sole discretion) as Mercer Advisors' true and lawful attorney-in-fact, with the power to endorse Mercer Advisors' name on all applications, documents, papers and instruments necessary only to implement and effect fully the intentions, purposes and provisions of this Trademark Assignment, including, but not limited to, the filing of any instrument of assignment and documents related thereto to effect such assignment in the PTO.

4. Governing Law. This Trademark Assignment will be governed by and construed in accordance with the laws of the State of Minnesota and any suit or action hereunder will be brought in said jurisdiction.

5. Successors and Assigns. This Trademark Assignment will bind Mercer Advisors and its successors and assigns and inure to the benefit of Patterson and its successors and assigns.

6. Counterparts. This Trademark Assignment may be executed in multiple counterparts, including by facsimile, each of which will be deemed an original but both of which together will constitute one and the same instrument.

**[SIGNATURE PAGE FOLLOWS]**





**SCHEDULE 1**

**Trademarks**

<b>Mark</b>	<b>Country</b>	<b>Registration No.</b>	<b>Registration Date</b>
360° Planning	United States	3,654,093	July 14, 20009
360° Planning	United States	3,700,826	October 27, 2009