

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
Mercer Mastery Inc.		07/31/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Patterson Dental Supply, Inc.		
Street Address:	1031 Mendota Heights Road		
City:	Mendota Heights		
State/Country:	MINNESOTA		
Postal Code:	55120		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1753047	EXPERDENT	
CORRESPONDENCE DATA			
Fax Number:	6129778650		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	612-977-8229		
Email:	ababcock@briggs.com		
Correspondent Name:	Audrey Babcock		
Address Line 1:	80 South 8th Street		
Address Line 2:	2200 IDS Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	16018.494		
NAME OF SUBMITTER:	Audrey J. Babcock		
Signature:	/Audrey J. Babcock/		

CH \$40.00 1753047

Date:

09/18/2013

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS
(Mercer Mastery 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 MASTERY INC.**, a Delaware corporation having a business address at 1801 East Cabrillo Boulevard, Santa Barbara, California 93108 ("**Mercer Mastery**").

RECITALS:

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

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

C. Mercer Mastery 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 Mastery 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 Mastery, intending to be legally bound, hereby agree as follows:

1. Assignment. Mercer Mastery 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 Mastery on any document needed for the actions specified

in this Trademark Assignment, Mercer Mastery does hereby make, constitute and appoint Patterson (and any officer or agent of Patterson as Patterson may select in its sole discretion) as Mercer Mastery's true and lawful attorney-in-fact, with the power to endorse Mercer Mastery's 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 Mastery 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]

This Trademark Assignment is executed and delivered effective as of the Effective Date.

MERCER MASTERY:

Mercer Mastery Inc.

By: _____

Name: _____

Title: _____

COUNTY OF _____)

)ss.


STATE OF _____)

On this ____ day of _____ 2013, before me the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument as an authorized officer of Mercer Mastery Inc., and executed the within instrument on behalf of such company.

Notary Public

PATTERSON:

Patterson Dental Supply, Inc.

By:  _____

Name: ROXANNE ARMSTRONG

Title: VICE PRESIDENT

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

SCHEDULE 1

Trademarks

Mark	Country	Registration No.	Registration Date
Experdent	United States	1753047	February 16, 1993