

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
AFP Imaging Corporation, d/b/a ImageWorks		11/08/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	SMK Imaging, LLC		
Street Address:	17 Whig Road		
City:	Scarsdale		
State/Country:	NEW YORK		
Postal Code:	10583		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2714148	EVA	
Registration Number:	2000578	DENT-X	
Registration Number:	2876913	ENDOS	
Registration Number:	4358331	IMAGEWORKS	
CORRESPONDENCE DATA			
Fax Number:	2127358708		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-735-8600		
Email:	adavitt@morrisoncohen.com		
Correspondent Name:	Eric Young		
Address Line 1:	909 Third Avenue, 27th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	023486-0002		

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NAME OF SUBMITTER:	Eric Young
Signature:	/Eric Young/
Date:	11/15/2013
Total Attachments: 4 source=AFP Imaging Trademark Assignment#page1.tif source=AFP Imaging Trademark Assignment#page2.tif source=AFP Imaging Trademark Assignment#page3.tif source=AFP Imaging Trademark Assignment#page4.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of November 8, 2013, is made by AFP Imaging Corporation, d/b/a ImageWorks, a New York Corporation, located at 250 Clearbrook Road, Suite 240, Elmsford, NY 10523 ("Assignor") and SMK Imaging, LLC, a New York limited liability company, located at 17 Whig Road, Scarsdale, NY 10583 ("Assignee").

WHEREAS, the assignments effected hereby are in connection with the transactions contemplated by the Asset Purchase Agreement, dated as of November 8, 2013 ("Purchase Agreement"), by and between Assignor and Assignee, pursuant to which Assignee will acquire, among other assets, certain trademarks;

WHEREAS, as a condition to Assignee's entering into the Purchase Agreement, Assignor has agreed to assign to Assignee the trademarks, service marks, slogans, and trade names listed on the attached Schedule A (collectively, the "Marks");

WHEREAS, Assignor is the listed as the Applicant or Registrant, as the case may be, of each of the Marks;

WHEREAS, Assignee is desirous of acquiring said Marks and the registrations and applications; and

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor does hereby irrevocably assign, sell and transfer to Assignee, its successors and assigns, all of its right, title, and interest in and to the Marks, including, without limitation, the trademarks and the trademark registrations and applications therefor, and any renewals thereof, any common law rights to such Marks, all goodwill of the business symbolized by the Marks, and the right to sue and to collect all damages and payments for claims of past, present, and future infringement or misappropriation thereof.

2. Recording of Assignments. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

3. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) Headings. The headings in this Agreement and in the schedules annexed hereto are inserted for convenience only and shall not control or affect the meaning of any of the provisions hereof.

(c) Assignment. Assignor shall not be permitted to transfer or assign this Agreement or any of its rights, duties or obligations hereunder, except with the prior written consent of Assignee.

(d) Severability. If any covenant contained in this Agreement is deemed to be unenforceable in whole or in part for any reason including, but not limited to, by reason of being too broad, or covering too long a period of time, then the same shall be deemed to apply only to the extent allowed by law including, but not limited to, the maximum coverage, or longest period of time, as the case may be, as will not render it unenforceable.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signature pages transmitted by facsimile or other electronic means shall be deemed to be originals thereof.

(f) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties named herein and their respective permitted successors and assigns.

[Signature page follows]

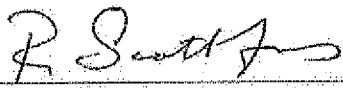
IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

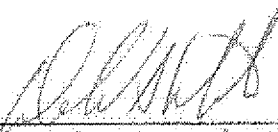
ASSIGNOR:

ASSIGNEE:

AFP IMAGING CORPORATION,
(DBA) ImageWorks

SMK IMAGING, LLC

By: 
Name: R. SCOTT JONES
Title: CEO

By: 
Name: DONALD A. VIBBERT
Title: MANAGING MEMBER

Trademarks – for Schedule A of Trademark Transfer Agreement

Name	Registration Number	Issue Date	Country
EVA	2,714,148	5/6/2003	US
EVA	1,918,598	1/14/2002	EEC
Dent-x	521,334	1/12/2000	Canada
Dent-x	1,724,970	11/8/2001	EEC
Dent-x	2,000,578	9/17/1996	US
Endos	2,876,913	8/24/2004	US
Endos	625,700	11/17/2004	Canada
Imageworks	4,358,331	6/25/2013	US