900277352 01/15/2014

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
Mortenson Family Dental Center, Inc.		01/15/2014	CORPORATION: KENTUCKY

RECEIVING PARTY DATA

Name:	Mortenson Family Dental Holdings, Inc.	
Street Address:	134 North Evergreen Road, Suite 200	
City:	Middletown	
State/Country:	KENTUCKY	
Postal Code:	40243	
Entity Type:	CORPORATION: KENTUCKY	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3385059	M
Registration Number:	3385056	MORTENSON

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US

Mail.

Email: kwatkins@lynchcox.com

Correspondent Name: Scott R. Cox

Address Line 1: 500 West Jefferson Street, Suite 2100
Address Line 4: Louisville, KENTUCKY 40202

NAME OF SUBMITTER:	Scott R. Cox
Signature:	/Scott R. Cox/
Date:	01/15/2014

Total Attachments: 3

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> TRADEMARK REEL: 005196 FRAME: 0001

OF \$65,00 3385059

ASSIGNMENT OF SERVICE MARKS

THIS ASSIGNMENT OF SERVICE MARKS (the "Assignment") dated as of this 15th day of January, 2014 (the "Effective Date") is made and entered into by and between Mortenson Family Dental Center, Inc., a Kentucky corporation with a business address of 134 North Evergreen Road, Suite 200, Middletown, Kentucky 40243 (the "Assignor"), and Mortenson Family Dental Holdings, Inc., a Kentucky corporation with a business address of 134 North Evergreen Road, Suite 200, Middletown, Kentucky 40243 (the "Assignee").

WHEREAS, Assignor is the owner of the service marks and U.S. service mark registrations therefor (the "Marks") identified in Exhibit A hereto as of the Effective Date; and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Marks as of the Effective Date;

NOW, THEREFORE, in consideration of the terms and conditions of this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Assignment do hereby agree as follows:

- 1. <u>Assignment of Service Marks</u>. Assignor does hereby assign, transfer, convey and set over to the Assignee its entire interest in and to the Marks and all related rights, together with the goodwill of the business in connection with which such Marks are used as of the Effective Date.
- 2. <u>Acceptance of Assignment</u>. Assignee does hereby accept the assignment made by Assignor as of the Effective Date.
- 3. <u>Benefit</u>. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and the successors and assigns of the parties to this Assignment as of the Effective Date.

TRADEMARK
REEL: 005196 FRAME: 0002

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective

By:

Stephen C. James

Title: Treasurer

By:

Stephen C. James

Title: Treasurer

Title: Treasurer

Title: Treasurer

Attachments: Exhibit A

Date.

Exhibit A

Name of Mark	U.S. Registration No.
"M" (Design Mark)	3,385,059
"MORTENSON"	3,385,056

RECORDED: 01/15/2014