

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM297678

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zila, Inc.		02/14/2014	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Den-Mat Holdings		
Street Address:	1017 W. Central Avenue		
Internal Address:	Legal Department		
City:	Lompoc		
State/Country:	CALIFORNIA		
Postal Code:	93436		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	3533881	ADVANCED MICROLASER SYSTEM	
Registration Number:	2474088	ANYTHING ELSE IS JUST A TOOTHBRUSH	
Registration Number:	3600540	HYGIENELASE	
Registration Number:	3781854	INSIGHT	
Registration Number:	4371626	NV	
Registration Number:	3649489	ORTHOLASE	
Registration Number:	3526644	PRO-DENRX	
Registration Number:	3332785	PRO-SELECT PLATINUM	
Registration Number:	3444746	ROTA-POINT	
Registration Number:	3967959	SL3	
Registration Number:	3774488	SMOOTHIE	
Registration Number:	1890856	SOFT TISSUE MANAGEMENT	
Registration Number:	3533877	SOFTLASE PRO	
Registration Number:	3482115	TBLUE	
Registration Number:	3968010	UNIFIBER	
Registration Number:	3062943	VIZILITE	
Registration Number:	4371627	ZEN	
Registration Number:	2480397	PRO-SELECT	
Registration Number:	2566135	PRO-TIES	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2598108	PRO-TIES
Registration Number:	1223483	ROTA-DENT
Registration Number:	1431860	ROTA-DENT
Registration Number:	2891815	SOFTLASE
Registration Number:	1889081	STM
Registration Number:	1935285	STM
Registration Number:	2670202	VIZILITE
Serial Number:	85787264	ROTADENT CONTOUR
Serial Number:	85787284	Z
Serial Number:	85787294	Z ZILA

CORRESPONDENCE DATA

Fax Number: 8053473709

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

Email: ftong@denmat.com

Correspondent Name: Frederick W. Tong

Address Line 1: 1017 W. Central Avenue

Address Line 4: Lompoc, CALIFORNIA 93436

ATTORNEY DOCKET NUMBER:	ZILA TM ASSIGNMENT
NAME OF SUBMITTER:	Frederick W. Tong
SIGNATURE:	/Frederick W. Tong/
DATE SIGNED:	03/10/2014

Total Attachments: 8

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ASSIGNMENT

This Assignment (this "Assignment"), dated February 14, 2014, is executed by and between Zila, Inc., a Nevada corporation with a principal place of business at 701 Centre Avenue, Fort Collins, CO 80526 (the "Company") and Den-Mat Holdings, LLC, a Delaware limited liability company with a principal place of business at 1017 W. Central Ave, Lompoc, CA 93436 (the "Buyer"). All capitalized words and terms used in this Assignment and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement, dated as of February 14, 2014, by and among the parties to this Assignment, Zila Canada, Inc., an Arkansas corporation, and Zila Holding, Inc., a Delaware corporation (the "Agreement").

WHEREAS, pursuant to the Agreement, the Company has agreed to sell, transfer, convey, assign and deliver to the Buyer its Intellectual Property used in connection with the conduct of the Business (as defined in the Agreement), goodwill associated therewith, licenses and sublicenses granted in respect thereto and rights thereunder, remedies against infringement thereof and rights to protection of interest therein, and the Buyer has agreed to purchase such Intellectual Property of the Company.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company hereby assigns, transfers and agrees as follows:

1. In accordance with the Agreement, the Company hereby sells, assigns, transfers, conveys, sets over and delivers to the Buyer, its successors and assigns, to have and to hold forever, all of the Company's right, title and interest in and to Intellectual Property used in connection with the conduct of the Business, goodwill associated therewith, licenses and sublicenses granted in respect thereto and rights thereunder, remedies against infringement thereof and rights to protection of interest therein, and as set forth in Exhibit "A" attached hereto and incorporated herein by this reference (the "Intellectual Property"), including any and all inventions and improvements related thereto, any and all continuations, divisions, extensions, renewals, substitutes, and reissues of said applications, and the right to all benefits under all international conventions for the protection of industrial property and applications for said inventions and improvements throughout the world.

2. The Company hereby covenants and agrees that it will, at the request of the Buyer or its Affiliates and without further consideration, execute and deliver such other instruments of sale, assignment, transfer, conveyance and delivery, and take such other action, as may be necessary to more effectively sell, assign, transfer, convey and deliver to, and vest in, the Buyer, its successors and assigns, good, clear, record and marketable title to the Intellectual Property hereby sold, assigned, transferred, conveyed and delivered, or intended so to be, and to put the Buyer in actual possession and control thereof, and to carry out the purpose and intent of the Agreement.

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THE BUYER:

DEN-MAT HOLDINGS, LLC,
a Delaware Limited Liability Company

By: Steven J. Seemel
Name: Steven J. Seemel
Title: CEO

State of California

County of Santa Barbara

On February 13, 2014 before me, Carol G. Newberry (insert name and title of the officer) personally appeared Steven J. Seemel, who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ ~~is~~~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~~~she~~~~they~~ executed the same in ~~his~~~~her~~~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~~~her~~~~their~~ signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Carol G. Newberry

(Seal)

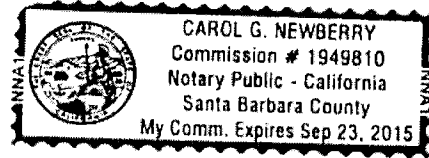


EXHIBIT A**INTELLECTUAL PROPERTY****Patents:**

Jurisdiction	Status	Patent / Application No.	Issue / File Date
USA	I	7,070,414	7/4/2006
USA	I	6,967,015	11/22/2005
USA	I	6,496,718	12/7/2002
USA	I	7,659,057	2/9/2010
USA	I	7,462,346	12/9/2008
USA	I	6,649,144	11/18/2003
USA	I	6,417,003	7/9/2002
USA	I	6,086,852	7/11/2000
USA	I	6,194,573	2/27/2001
USA	I	6,372,904	4/16/2002
USA	I	7,736,625	6/15/2010
USA	I	8,196,246	6/12/2012
USA	I	5,927,977	7/27/1999
USA	P	12/258111	10/24/2008
USA	I	8535300	9/17/2013
USA	I	8277442	10/2/2012
USA	I	7656923	2/2/2010
USA	I	D587803	3/3/2009
USA	I	7530809	5/12/2009
USA	I	7217128	5/15/2007
USA	I	7044736	5/16/2006
USA	I	7104794	9/12/2006
USA	I	8491300	7/23/2013
USA	P	11/840922	8/17/2007
USA	I	8435034	5/7/2013
USA	I	8613617	12/24/2013
USA	I	D595851	7/7/2009
USA	P	12/210579	9/15/2008
USA	P	13/493928	6/11/2012
USA	I	8540700	9/24/2013
USA	P	14/068,626	10/31/2013
USA	P	14/068,733	10/31/2013
Canada	I	2,272,635	8/7/2007
Canada	I	2,250,731	3/14/2006

Canada	P	2741451	4/21/2011
China	P	200980141902	9/28/2011
Europe	P	09822418.1	4/20/2010
South Korea	P	10-2010-7011276	5/18/2011
Canada	P	2741452	4/21/2011
China	P	200980141923	9/28/2011
Europe	P	09822419.9	5/5/2011
Australia	I	2009244502	8/25/2011
Canada	P	2721931	10/19/2010
Europe	I	001135693-0001	7/16/2009
Europe	I	001135693-0002	7/16/2009
Canada	P	2703073	4/20/2010
Argentina	P	P20040104234	11/17/2004
Australia	I	2004253548	5/28/2009
Canada	I	2530426	8/27/2013
Malaysia	I	MY-140294-A	12/31/2009
Taiwan	I	1342764	6/1/2011
Australia	I	2009225690	7/4/2013
Brazil	P	PI0606553.8	7/31/2007
Canada	P	2596675	8/1/2007
Canada	P	2718286	9/10/2010
Colombia	P	10-115551	3/18/2009
India	P	1449/MUMNP/2007	9/17/2007
Mexico	P	MX/a/2007/010011	8/17/2007
Mexico	P	MX/a/2010/010036	3/18/2009
South Korea	I	1010136130000	1/31/2011
PCT	P	PCT/US2013/067898	10/31/2013
PCT	P	PCT/US2013/067893	10/31/2013

Trademarks:

Trademark	Jurisdiction	Status	Registration / Application No.	Issue / File Date
ADVANCED MICROLASER SYSTEM	USA	I	3533881	11/18/2008
ANYTHING ELSE IS JUST A TOOTHBRUSH	USA	I	2474088	7/31/2001
HYGIENELASE	USA	I	3600540	3/31/2009
INSIGHT	Australia	I	1275095	4/16/2009
INSIGHT	Canada			
INSIGHT	Europe	I	7435498	10/3/2009
INSIGHT	USA	I	3781854	4/27/2010
NV	Europe	I	9290611	12/24/2010
NV	Canada	I	824163	5/16/2012
NV	United Arab Emirates	I	145650	4/1/2013
NV	USA	I	4371626	7/23/2013
NV MICROLASER	Australia	I	1375409	12/6/2010
NV MICROLASER	USA	U	Unregistered	
NV MICROLASER	Canada	U	Unregistered	
NV ORTHO	USA	U	Unregistered	
NV ORTHO	Canada	U	Unregistered	
ORTHOLASE	USA	I	3649489	7/7/2009
PRECISION FLOW	Canada	U	Unregistered	
PRO-DENRX	USA	I	3526644	11/4/2008
PRO-SELECT	USA	I	2480397	8/21/2001
PRO-SELECT PLATINUM	USA	I	3332785	11/6/2007
PRO-SELECT PLATINUM	Canada	P	1610942	1/22/2013
PROTÉGÉ	Canada	I	TMA696829	9/19/2007
PRO-TIES	USA	I	2566135	4/30/2002
PRO-TIES	Canada	I	604588	3/9/2004
PRO-TIES (stylized)	USA	I	2598108	7/23/2002
ROTA-DENT	USA	I	1223483	1/11/1983
ROTA-DENT	Canada	I	TMA296,703	11/2/1984
ROTA-DENT	USA	I	1431860	3/10/1987
ROTADENT CONTOUR	Canada	P	1608736	1/4/2013
ROTADENT CONTOUR	USA	I	4468880	01/21/2014

Trademark	Jurisdiction	Status	Registration / Application No.	Issue / File Date
ROTA-POINT	USA	I	3444746	6/10/2008
SL3	USA	I	3967959	5/24/2011
SL3	Canada	U	Unregistered	
Smoothie	USA	I	3774488	4/13/2010
SOFT TISSUE MANAGEMENT	Canada	I	TMA458321	5/31/1996
SOFT TISSUE MANAGEMENT (word)	USA	I	1890856	4/25/1995
SOFTLASE	USA	I	2891815	10/5/2004
SOFTLASE PRO	USA	I	3533877	11/18/2008
STM	Canada	I	TMA476968	5/29/1997
STM	USA	I	1889081	4/11/1995
STM	USA	I	1935285	11/14/1995
T-BLUE	Russia	I	374717	3/18/2009
T-BLUE	USA	I	3482115	8/5/2008
T-BLUE	Canada	I	738600	4/22/2009
UNIFIBER	Canada	I	TMA835,081	10/26/2012
UNIFIBER	Australia	I	1416625	7/29/2011
UNIFIBER	Europe	I	9848805	8/9/2011
UNIFIBER	Japan	I	5444198	10/14/2011
UNIFIBER	Korea	I	935261	9/24/2012
UNIFIBER	Saudi Arabia	I	1435	5/15/2013
UNIFIBER	United Arab Emirates	P	155033	3/29/2011
UNIFIBER	USA	I	3968010	5/24/2011
VIZILITE	Europe	I	2535821	6/12/2003
VIZILITE	USA	I	2670202	12/31/2002
VIZILITE	Russia	I	371511	2/6/2009
VIZILITE	Canada	I	731136	12/17/2008
ViziLite Stylized w/Sunburst	USA	I	3062943	2/28/2006
Z (Logo)	Canada	P	1,608,738	1/4/2013
Z (Logo)	USA	P	85/787284	11/26/2012
Z ZILA	USA	P	85/787294	11/26/2012
Z ZILA	Canada	P	1680739	1/4/2013
ZEN	Canada	P	1680737	1/4/2013
ZEN	USA	I	4371627	7/23/2013