

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PA Dental Management, LLC		05/12/2014	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Northern Trademark Licensing, LLC		
Street Address:	344 Stokes Road		
City:	Medford		
State/Country:	NEW JERSEY		
Postal Code:	08055		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3679615	SIMPLY BEAUTIFUL SMILES	
CORRESPONDENCE DATA			
Fax Number:	5616596313		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(561) 653-5000		
Email:	kendra.waterman@akerman.com		
Correspondent Name:	Mark D. Passler, Akerman LLP		
Address Line 1:	222 Lakeview Avenue, 4th Floor		
Address Line 4:	West Palm Beach, FLORIDA 33401		
ATTORNEY DOCKET NUMBER:	276515		
NAME OF SUBMITTER:	Mark D. Passler		
SIGNATURE:	/Mark D. Passler/		
DATE SIGNED:	05/12/2014		
Total Attachments: 4			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment"), dated as of May 12, 2014, is entered into by and between Pennsylvania Dental Management, LLC (also known as PA Dental Management, LLC), a Pennsylvania limited liability company located at 1376 Naamas Creek Rd., Boothwyn, PA 19061 (the "Assignor"), and Northern Trademark Licensing, LLC, a Delaware limited liability company ("Assignee").

This Assignment is executed and delivered in connection with that certain Asset and Securities Purchase and Contribution Agreement, (the "Purchase Agreement"), by and among the equity holders of Assignor, the parent of Assignee ("Parent"), certain subsidiaries of Parent (each a "Subsidiary" and collectively "Subsidiaries"), the other sellers signatory thereto and a sellers' representative, pursuant to which, among other things, the equity holders of Assignor shall sell, and a Subsidiary shall purchase, all of the equity of Assignor. Parent, Subsidiaries, Assignor and Assignee desire that the trademark listed on Exhibit A hereto and all rights and goodwill associated therewith (the "Trademark") be assigned by Assignor to Assignee in connection with the execution of the Purchase Agreement and the good and valuable consideration therein.

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties have agreed as follows:

1. Each term which is capitalized, but not defined, in this Assignment shall have the meaning ascribed to such term in the Purchase Agreement.

2. Upon and subject to the terms and conditions of this Assignment, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, free and clear of all Liens and Orders of any kind whatsoever, all of Assignor's worldwide right, title and interest in and to the Trademark, together with all rights of action accrued, accruing, and to accrue under and by virtue thereof, including all rights to sue or otherwise recover, including equitable and injunctive relief, for past, present, or future infringement, damages, royalties, fees, and profits and to receive all damages, payments, costs and fees associated therewith. The assignment of the Trademark granted herein includes an assignment of all goodwill associated therewith.

3. All of the terms and provisions of this Assignment are binding upon Assignor, Assignee and their respective successors and assigns and will inure to the benefit of the other party and its respective successors and assigns.

4. Each party hereby agrees to execute and deliver any and all additional documents that any other party may reasonably request, and to use commercially reasonable efforts to take such further actions as may be reasonably necessary, to effectuate, carry out, and comply with the agreements set forth in this Assignment.

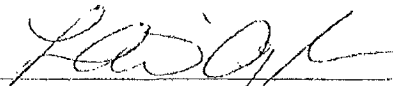
5. The terms and conditions of this Assignment shall be governed and construed in accordance with the laws of the State of Delaware without giving effect to the conflicts of laws principles thereof or of any other state.

6. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. This Assignment may be executed by facsimile or portable document formation (.pdf), which shall be deemed and original in all cases.

[Signatures on following page]

IN WITNESS WHEREOF, each of the parties has caused this Assignment to be executed in its name and delivered by a duly authorized officer, on the date first written above.

PENNSYLVANIA DENTAL MANAGEMENT, LLC

By: 
Name: Louis A. D'Angelo, DMD
Title: Managing Member

NORTHERN TRADEMARK LICENSING, LLC

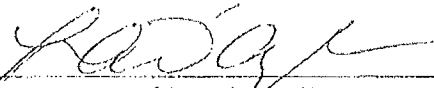
By: 
Name: Louis A. D'Angelo, DMD
Title: Manager

EXHIBIT A

TRADEMARKS

Trademark	Reg. No.	Reg. Date	Services
SIMPLY BEAUTIFUL SMILES	3,679,615	February 26, 2009	IC 44: Dentistry.

{27644042;6}