

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM320276

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Bill of Sale, Assignment and Assumption Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allesee Orthodontic Appliances, Inc.		12/31/2013	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Ormco Corporation		
Street Address:	1717 West Collins Ave		
City:	Orange		
State/Country:	CALIFORNIA		
Postal Code:	92867		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2763231	AOA	
Registration Number:	4062232	SIMPLI5	
Serial Number:	85493997	PREZURV	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	5132412324		
Email:	usptodock@whe-law.com		
Correspondent Name:	Sarah Otte Graber		
Address Line 1:	441 Vine Street		
Address Line 2:	2700 Carew Tower		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	SYB-60		
NAME OF SUBMITTER:	Sarah Otte Graber		
SIGNATURE:	/Sarah O. Graber/		
DATE SIGNED:	10/16/2014		
Total Attachments: 2			
source=AOA_Ormco Bill of Sale Assignment#page1.tif			

OP \$90.00 2763231

**BILL OF SALE, ASSIGNMENT AND
ASSUMPTION AGREEMENT**

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT, effective as of 11:59 p.m. Pacific Time on December 21, 2013, by Allesee Orthodontic Appliances, Inc., a Wisconsin corporation ("AOA"), to Ormco Corporation, a Delaware corporation ("Parent").

RECITALS:

WHEREAS, to facilitate its liquidation and dissolution, AOA desires to transfer and assign to Parent, and Parent wishes to accept from AOA, all of the assets, properties and rights of AOA;

NOW, THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

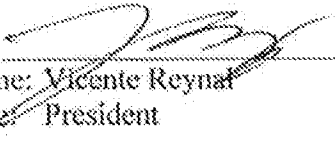
1. Conveyance. AOA does hereby transfer, assign, convey, warrant and deliver to Parent all of the assets and properties of AOA, whether tangible or intangible, real or personal, and wherever located (together, the "Assets"), and excepting therefrom a reasonable reserve to be retained by the Corporation for payment of any state or federal tax liabilities or other obligations resulting from the liquidation and dissolution.

2. Acceptance and Assumption. Parent hereby accepts the foregoing transfer and assignment. Parent hereby assumes and agrees to pay, perform in accordance with the terms of and be bound by, all of the covenants, terms and obligations under any and all liabilities, contracts, commitments and obligations of AOA, from and after the date hereof.

3. Power of Attorney. AOA hereby constitutes and appoints Parent, its successors or assigns, the true and lawful attorney of AOA with full power of substitution, for the benefit and at the expense of Parent: (a) to institute and prosecute all proceedings which Parent may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to any of the Assets, to defend or compromise any and all actions, suits or proceedings in respect of any of the Assets, and to do all such acts and things in relation thereto as Parent shall deem advisable; and (b) to take all action which Parent may deem proper in order to provide Parent the benefits under any of the Assets where any required consent of another party to the assignment thereof to Parent shall not have been obtained. AOA acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by AOA in any manner or for any reason. Parent shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest in respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale, Assignment and Assumption Agreement to be executed in their names to be effective as of the date first above written.

ALLESEE ORTHODONTIC APPLIANCES, INC.

By: 
Name: Vicente Reynal
Title: President

ORMCO CORPORATION

By: 
Name: Vicente Reynal
Title: President

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