

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM330585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
AFP IMAGING CORPORATION		06/17/2014	CORPORATION: NEW YORK

<b>RECEIVING PARTY DATA</b>	
Name:	ACTEON, INC.
Street Address:	124 Gaither Drive, Suite 140
City:	Mount Laurel
State/Country:	NEW JERSEY
Postal Code:	08054
Entity Type:	CORPORATION: NEW JERSEY

<b>PROPERTY NUMBERS Total: 1</b>		
Property Type	Number	Word Mark
Registration Number:	1920743	X-MIND

<b>CORRESPONDENCE DATA</b>	
Fax Number:	7036850573
<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:	(703) 521-2297
Email:	trademarks@young-thompson.com
Correspondent Name:	Rebeccah Gan
Address Line 1:	209 Madison Street, Suite 500
Address Line 2:	YOUNG & THOMPSON
Address Line 4:	Alexandria, VIRGINIA 22314

ATTORNEY DOCKET NUMBER:	0541-MISC
NAME OF SUBMITTER:	Rebeccah Gan
SIGNATURE:	/rgan/
DATE SIGNED:	01/30/2015

**Total Attachments: 17**

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OP \$40.00 1920743

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AMENDED TRADEMARK LICENSE AGREEMENT

AND

TRADEMARK PURCHASE AGREEMENT

AND NOW, the day and year written below each signature, with each party intending to be legally bound hereby, the parties acknowledge, as follows:

WHEREAS, APP IMAGING CORPORATION (hereinafter "APP") warrants that it is a corporation duly formed under the laws of the State of New York and the owner of the Trademark "X-Mind", and accompanying registration with the United States Trademark and Patent Office; and

WHEREAS, APP further warrants to Acteon, Inc. ("Acteon") that the United States Trademark registration number and information in the United States and Canada are correct as attached, and a true and correct copy of said Trademark and proof of said registration is attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, APP and Acteon further acknowledge and agree that they previously entered into the attached Trademark License Agreement, and APP affirms and warrants to Acteon the veracity of all of the terms and conditions stated therein, a true and correct copy of said Trademark License Agreement is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, APP and Acteon now desire to amend the attached Trademark License Agreement.

NOW THEREFORE, APP and Acteon, intending to be legally bound hereby, acknowledge and agree as follows:

1. APP irrevocably sells and transfers to Acteon all of its rights, title and interest in the aforesaid trademark in both the United States and Canada.

2. APP irrevocably appoints Acteon, Inc. as its power of attorney a/k/a attorney in fact for all purposes pertaining to the aforesaid trademark in both the United States and Canada. By doing so, APP acknowledges to all governmental entities in the United States and Canada that only Acteon, Inc. may enforce, withdraw, register, amend, or otherwise utilize the trademark, communicate with any and all governmental entities pertaining thereto, institute litigation if necessary to enforce Acteon's rights pertaining to said trademark, and that APP shall forthwith relinquish all legal and equitable rights pertaining to said trademark to Acteon, unless requested to do otherwise by Acteon in writing.

3. Acteon agrees to pay APP \$6,000.00 upon execution of this Agreement.

4. Item 3 shall not be considered evidence as to the value of the trademark in any future enforcement proceeding, or other use by Acteon.

5. APP warrants to Acteon that it has the full legal authority to enter into this Agreement, and that no other entity other than APP has any rights, title or interest in said trademark as of the date of this Agreement.

6. Acteon warrants to APP that upon execution hereof, Acteon shall be solely responsible for all uses, registrations and/or renewal of any registrations regarding said trademark in the United States and Canada. APP further warrants that as of the execution of this Agreement, the trademark is duly and properly registered in both the United States and Canada.

7. This Agreement was made in New Jersey. This Agreement and the attached Trademark License Agreement constitute a fully integrated Agreement, and all prior oral and written communications regarding the subject matter hereof are incorporated herein and otherwise null and void. Facsimile and/or .pdf copies of signatures shall be legally binding, and this Agreement may be executed in counterpart.

8. APP further agrees to cooperate fully with Acteon to the extent any additional action, documents, or otherwise, are needed to manifest the intent of this Agreement which is to sell, transfer and convey all rights, title and interest in the trademark to Acteon, Inc., so that Acteon can amend any registration of said trademark, enforce or determine the scope and use of said trademark, and otherwise enjoy the benefits of free and clear title to said trademark for future use related to Acteon or its affiliates business operations, in its sole and absolute discretion. APP further agrees to indemnify Acteon and hold Acteon harmless, including costs and counsel fees, to the extent any of the warranties or statements set forth herein are inaccurate, untrue and/or otherwise incorrect.

9. To the extent any terms or conditions set forth herein conflict in any manner with the terms and conditions of the attached Trademark License Agreement, the terms and conditions set forth herein shall supersede and control.

IN WITNESS WHEREOF, APP and Acteon set their hands and seals below intending to be legally bound, and acknowledging that they both have had an opportunity to review this Agreement with independent Counsel of their choosing before executing the same, and have the full legal and corporate authority to enter into this Agreement and be bound by the same.

ACTEON, INC.

By: Gilles Pierso  Dated: 06-17-2014

APP IMAGING CORPORATION:

By: R. J. M. Jr. Dated: 4-30-2014

6. Acteon warrants to APP that upon execution hereof, Acteon shall be solely responsible for all uses, registrations and/or renewal of any registrations regarding said trademark in the United States and Canada. APP further warrants that as of the execution of this Agreement, the trademark is duly and properly registered in both the United States and Canada.

7. This Agreement was made in New Jersey. This Agreement and the attached Trademark License Agreement constitute a fully integrated Agreement, and all prior oral and written communications regarding the subject matter hereof are incorporated herein, and otherwise null and void. Facsimile and/or pdf copies of signatures shall be legally binding, and this Agreement may be executed in counterpart.

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ACTEON, INC.:

By: John J. Kelly Dated: 5/5/2014

APP IMAGING CORPORATION:

By: Beth J. Jones Dated: 4-30-2014

EXHIBIT 'A'

TRADEMARK  
REEL: 005450 FRAME: 0123

Side - 1



**NOTICE OF ACCEPTANCE OF §§  
DECLARATION AND §9 RENEWAL  
MAILING DATE: Jul 28, 2005**

The declaration and renewal application filed in connection with the registration identified below meets the requirements of Sections 8 and 9 of the Trademark Act, 15 U.S.C. §§1058 and 1059. The declaration is accepted and renewal is granted. The registration remains in force.

For further information about this notice, visit our website at <http://www.uspto.gov>. To review information regarding the referenced registration, go to <http://tarr.uspto.gov>.

REG NUMBER: 1828743

MARK: X-MIND

OWNER: AFP Imaging Corporation

Side - 2

UNITED STATES PATENT AND TRADEMARK OFFICE  
COMMISSIONER FOR TRADEMARKS  
P.O. BOX 1451  
ALEXANDRIA, VA 22313-1451

FIRST-CLASS  
MAIL  
U.S POSTAGE  
PAID

NORMAN H ZIVIN  
COOPER & DUNHAM  
1185 AVE OF THE AMERICAS  
NEW YORK, NY 10036-2601

TRADEMARK  
REEL: 005450 FRAME: 0124



Office de la propriété  
intellectuelle du Canada  
Un organisme  
d'Industrie Canada

Canadian Intellectual  
Property Office  
An Agency of  
Industry Canada

Canada

## Office de la propriété intellectuelle du Canada

### Information relative aux marques de commerce Canadienne

Fonction de désistement de responsabilité concernant l'information provenant de tiers

[Retour à la recherche](#)

La dernière mise à jour de la base de données remonte au : 2014-04-15

<u>NUMÉRO DE DEMANDE :</u>	<u>NUMÉRO D'ENREGISTREMENT :</u>
1047163	CNCSE33246
<u>STATUT :</u>	<u>ENREGISTRÉE</u>
<u>PROXIMITÉ :</u>	2000-02-18
<u>FORMALITÉS ACCOMPLIES :</u>	2000-03-15
<u>PUBLIÉES :</u>	2001-07-18
<u>ENREGISTRÉE :</u>	2001-11-01

PROPRIÉTAIRE INSCRIT :  
APP IMAGING CORPORATION,  
250 Clearbrook Road,  
Elmsford, New York, 10523,  
ÉTATS-UNIS D'AMÉRIQUE

REPRÉSENTANT POUR SIGNIFICATION :  
SMART & BIGGAR  
SUITE 900, 55 METCALFE STREET  
P.O. BOX 2999, STATION D  
OTTAWA  
ONTARIO K1P 5Y6

MARQUE DE COMMERCE (Nom) :

**X-MIND**

SUBSTANCES D'INDEX :  
X-MIND

MARCHANDISES :  
(1) Electrical controllers for dental x-ray systems.

REVENDICATION :  
Used in CANADA since at least as early as September 1993.

Used in UNITED STATES OF AMERICA.

Registered in or for UNITED STATES OF AMERICA on September 19, 1995  
under No. 1,920,743.

#### Information sur les actions

ACTION	DATE	RF	COMMENTAIRES
Produite	2000-02-18		
Créée	2000-02-23		

## Office de la propriété intellectuelle du Canada

### Information relative aux marques de commerce Canadienne

Énoncé de désistement de responsabilité concernant l'information provenant de tiers

[Retour à la recherche](#)

La dernière mise à jour de la base de données remonte au : 2014-04-15

<b>NUMÉRO DE DEMANDE :</b>	<b>NUMÉRO D'ENREGISTREMENT :</b>
1047163	CMC553246
<b>STATUT :</b>	<b>ENREGISTRÉE</b>
<b>PRODUIT :</b>	2000-02-18
<b>FORMALITÉS ACCOMPLIES :</b>	2000-03-15
<b>PUBLIÉE :</b>	2001-07-18
<b>ENREGISTRÉE :</b>	2001-11-01

**PROPRIÉTAIRE INSCRIT :**  
AFP IMAGING CORPORATION,  
250 Clearbrook Road,  
Elmsford, New York, 10523,  
ÉTATS-UNIS D'AMÉRIQUE

**REPRÉSENTANT POUR SIGNIFICATION :**  
SMART & BIGGAR  
SUITE 900, 55 METCALFE STREET  
P.O. BOX 2999, STATION D  
OTTAWA  
ONTARIO K1P 5Y6

**MARQUE DE COMMERCE (Mot) :**

**X-MIND**

**BRINSSES D'INDEX :**  
X-MIND

**MARCHANDESIES :**  
(1) Electrical controllers for dental x-ray systems.

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Used in UNITED STATES OF AMERICA.  
Registered in or for UNITED STATES OF AMERICA on September 19, 1995  
under No. 1,920,743.

#### Information sur les actions

ACTION	DATE	RF	COMMENTAIRES
Produite	2000-02-18		

Recherche enregistrée	2001-05-10
Approuvée	2001-06-13
Extraite pour publication	2001-07-04
Publiée	2001-07-18
Admise	2001-10-05
Avis d'admission envoyé	2001-10-05
Enregistrée	2001-11-01
	2002-04-05

[Retour à la recherche](#) [Retour](#)

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Dernière mise-à-jour :  
2014-04-15

Formalisée	2000-03-15	
Recherche enregistrée	2001-05-10	
Approuvée	2001-06-13	
Extraite pour publication	2001-07-04	Vol.48 Issue 2438 2001/07/18
Publiée	2001-07-18	Vol.48 Issue 2438
Admise	2001-10-05	
Avis d'admission envoyé	2001-10-05	2002-04-05
Enregistrée	2001-11-01	

[Retour à la recherche](#) [Retour](#)

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Dernière mise-à-jour :  
2014-04-15

EXHIBIT 'B'

TRADEMARK  
REEL: 005450 FRAME: 0129

#### **TRADEMARK LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (the "Agreement"), is made as of the 1st day of November, 2009 (the "Effective Date") by and between APP IMAGING CORPORATION, a corporation organized and existing under the laws of the State of New York, with a principal place of business at 250 Clearbrook Road, Blauvelt, New York 10512 (hereinafter, "Licensor") and ACTRON, INC., a corporation organized and existing under the laws of the State of New Jersey, with a principal place of business at 104 Gaither Drive, Suite 140, Mount Laurel, New Jersey 08054 (hereinafter, "Licensee").

WHEREAS, Linner is the owner of the trademarks and accompanying registrations listed on the Attached "Schedule A" (the "Marks");

WHEREAS, Licensor is desirous of using the Marks on and in connection with the sale and promotion of human dental x-ray products and equipment ("Permitted Product") in the United States of America and Canada ("Permitted Territories").

WHEREAS, Lessor is willing to grant such a license as and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be lawfully bound, the parties hereto agree as follows:

#### **SECTION I. GRANT OF USE**

3.1 Licensee hereby grants to Licensee an exclusive, non-transferable, non-assignable license (the "License") to use the Marks only on and in connection with (i) promotion and sale of human dental x-ray products and equipment (the "Goods") solely within the Permitted Territory, and (ii) packaging, promotional, marketing and advertising materials, including use of the Marks on the Internet, to promote and sell the Goods solely within the Permitted Territory, subject to certain termination rights set forth in Section 6 of this Agreement. In connection with the grant of the License, Licensee hereby agrees that it will not use the Marks or license the Marks to any party other than Licensee for use in the human dental field in the Permitted Territory. Licensee's

2023-11-28

TRADEMARK  
REEL: 005450 FRAME: 0130

Affiliate shall have the right to use the Marks solely in accordance with Licensee's rights under this Agreement. For the purposes of this Agreement, "Affiliate" means, any entity that controls, is controlled by or is under common control with the Licensee and "control" means the ownership of more than 50% of the voting equity of an entity.

(3) [REDACTED]  
[REDACTED]  
[REDACTED]

## SECTION 2. FEE

2.1 Licensee shall pay to Licensor a one-time fee of Thirty Thousand Dollars (\$30,000.00), payable upon the Effective Date, in consideration of the rights granted hereunder.

## SECTION 3. OWNERSHIP AND MAINTENANCE OF MARKS

3.1 Licensee acknowledges that the Marks and all rights thereto and the goodwill associated therewith belong to Licensor, and that the goodwill arising from Licensee's use of the Marks in connection with the Goods pursuant to this Agreement shall inure to the benefit of Licensor. Nothing in this Agreement conveys to Licensee any right, title or interest in or to the Marks other than the right to use the Marks in accordance with the provisions of this Agreement.

3.2 Licensor shall maintain all trademark registrations for the Marks within the Permitted Territory and shall bear all costs and fees associated with maintaining these registrations. Licensee shall provide reasonable assistance to Licensor in maintaining its rights in the Marks, including but not limited to, providing necessary documentation for maintenance of registrations.

## SECTION 4. QUALITY CONTROL; STANDARDS; INSPECTION

4.1 Licensor requires, and Licensee agrees, that the Goods offered in connection with the Marks will comply with all applicable laws and regulations and will meet all generally accepted industry standards. Subject to the notice and cure provisions of Section 6.2 of this Agreement, this License may be terminated by Licensor if Licensee does not meet suitable quality standards. It is agreed that Licensee's current products are of suitable quality.

4.2 Licensee agrees, upon request from time to time, to provide to Licensor, for Licensor's inspection, a sample of the packaging or promotional materials and products that Licensee uses or intends to use in connection with the Marks.

4.3 All packaging of Goods shall be marked with proper trademark notice. For example, "X-MINDS® is a registered trademark of APP Imaging Corporation."

#### SECTION 5. INFRINGEMENT

5.1 Licensee agrees to promptly notify Licensor of (i) any unauthorized use of the Marks by third parties in the human dental field within the Permitted Territory, and (ii) any infringement or similar third party claims based on Licensee's use of the Marks. Licensor, at its expense, shall have the sole right and discretion to take action and to obtain relief from such unauthorized use or claim. Licensee agrees that it will cooperate with Licensor in any enforcement or defense action or effort which Licensor may take to protect or to defend its rights in the Marks and/or Licensor's ownership of the Marks. If Licensor declines to take any action within 30 days of written notice by Licensee, Licensee may take action in its own name and at its own expense.

#### SECTION 6. TERM AND TERMINATION

6.1 This Agreement shall continue in force unless terminated as provided herein.

6.2 If Licensee has breached or is breaching any of its obligations under this Agreement, Licensor may give notice in writing to Licensee of such breach, and, in the event Licensee fails to cure said breach within thirty (30) calendar days from the date of said notice, Licensor may terminate forthwith the license and other rights herein granted.

6.3 Licensee shall discontinue any and all use of the Marks within ninety (90) days from the termination of this Agreement.

#### SECTION 7. NOTICES



7.1 All notices and other communications from one party to the other shall be in writing, addressed to the parties at the addresses given above in the first paragraph of this Agreement, or to such other address as a party may designate from time to time.

#### **SECTION 8. GOVERNING LAW**

8.1 The construction and interpretation of this Agreement and any disputes arising hereunder or related thereto shall be governed by and construed in accordance with the laws of the State of New York without giving reliance to its conflict of laws principles. Any legal actions, suits, or proceedings arising out of this Agreement (whether for breach of contract, tortious conduct or otherwise) shall be brought exclusively in the state courts and/or district courts of New York.

#### **SECTION 9. SUBLICENSING AND ASSIGNMENT**

9.1 This Agreement may not be sublicensed, assigned or transferred by the Licensee to any third party, without the prior written consent of the Licensor, which consent shall not be unreasonably withheld or delayed, except that Licensee shall have the right to transfer this Agreement in connection with a sale of all or substantially all of the business of which this Agreement is a part.

#### **SECTION 10. NO PARTNERSHIP**

10.1 This Agreement does not create any joint venture/collaboration, partnership, principal-agent relationship, or any other relationship between the parties hereto.

#### **SECTION 11. REPRESENTATIONS AND WARRANTIES**

11.1 Licensor represents and warrants that it has the right, power and authority to enter into this Agreement, to grant the rights granted herein, and to perform its obligations hereunder.

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\*

and that to do so will not violate or conflict with any agreement to which Licensor is a party or by which Licensor is bound nor will it violate the intellectual property rights of any third party.

11.2 Licensee represents and warrants that it has the right, power and authority to enter into this Agreement and to perform its obligations hereunder, and to do so will not violate or conflict with any agreement to which Licensee is a party or by which Licensee is bound.

#### SECTION 12. SEVERABILITY

12.1 If any portion of this Agreement is terminated or adjudged to be void or unenforceable, that portion shall be severed and the remainder of its provisions shall continue and shall be effective and enforceable.

#### SECTION 13. ENTIRE AGREEMENT/COUNTERPARTS

13.1 This Agreement contains the entire and only agreement between the parties regarding the subject matter hereof and supersedes all pre-existing agreements between them respecting its subject matter. Any representation, promise or condition in connection with such subject matter which is not incorporated in this Agreement shall not be binding upon either party. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The parties agree that delivery of a signed counterpart by facsimile or electronic transmission will constitute valid delivery of such counterpart and be binding on the parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the last date written below.

APP IMAGING CORPORATION

ACTRON, INC.

By: Daniel Weisz

By: Yannick Lefebvre



Name: David Vosick  
Title: Chief Executive Officer  
Date: 11/16/09

Name: Gérard Plante- Gilles Martelly  
Title: President/Chief Executive Officer  
Date: Export Director



CONTINUATION

MARK	COUNTRY	REGISTRATION NO.
X-MIND	U.S.A.	1,920,743
X-MIND	Canada	TMA0553246

33333336849.3

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**TRADEMARK**  
**REEL: 005450 FRAME: 0136**

**RECORDED: 01/30/2015**