

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351511

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ultreo, LLC	FORMERLY Ultreo, Inc.	06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Ultreotech, LLC		
Street Address:	1113 South Main Street		
City:	Sylvania		
State/Country:	GEORGIA		
Postal Code:	30467		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3309742	ULTREO	
Registration Number:	3366471		
Registration Number:	3366472		
Registration Number:	3373613	ULTREO THE ULTRASOUND TOOTHBRUSH	
Registration Number:	3881991	ULTREO THE ULTIMATE ULTRASOUND CLEAN	
Registration Number:	4313357	SMILE MORE	
Registration Number:	4313358	SMILE	
CORRESPONDENCE DATA			
Fax Number:	8132239620		
<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:	8132249255		
Email:	Iridley@bushross.com		
Correspondent Name:	Libby Ridley, Esq.		
Address Line 1:	1801 N Highland Ave		
Address Line 2:	Bush Ross, P.A.		
Address Line 4:	Tampa, FLORIDA 33602		
ATTORNEY DOCKET NUMBER:	015835.00001		
NAME OF SUBMITTER:	Libby Ridley		

OP \$190.00 3309742

SIGNATURE:	/Libby Ridley/
DATE SIGNED:	08/14/2015
Total Attachments: 5 source=Ultreo Trademark Assignment#page1.tif source=Ultreo Trademark Assignment#page2.tif source=Ultreo Trademark Assignment#page3.tif source=Ultreo Trademark Assignment#page4.tif source=Ultreo Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT

WHEREAS, **ULTREO, LLC** (the "Assignor"), a Delaware limited liability company, formerly known as Ultreo, Inc., a Delaware corporation, having a place of business at 4010 W. Boy Scout Blvd., Suite 1100, Tampa, FL 33607, is the owner of the trademark registrations listed on the attached Schedules A and B (collectively, "Trademarks"), and owns the goodwill associated with the Trademarks ("Goodwill"); and

WHEREAS, **ULTREOTECH, LLC** (the "Assignee"), a Georgia limited liability company, having a place of business at 1113 South Main Street, Sylvania, Georgia 30467, is desirous of acquiring the Trademarks and Goodwill;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Asset Purchase Agreement by and between Assignor and Assignee dated June 30, 2015 (the "Purchase Agreement"), Assignor hereby conveys, transfers, assigns and delivers to Assignee the full and exclusive right, title and interest in and to said Trademarks, together with the Goodwill, all income, royalties, and damages that may be payable with respect to the Trademarks and the Goodwill, including damages and payments for past or future infringements and misappropriations of the Trademarks and all rights to sue for past, present or future infringements or misappropriation of the Trademarks.

This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, construed and resolved in the manner set forth under the Purchase Agreement.

In the event that any provisions set forth hereunder is determined by a court of competent jurisdiction to be unenforceable, the parties hereby agree to substitute that term with similar language that is enforceable to the fullest extent permitted under relevant law and the remainder of this Trademark Assignment shall continue in full force and effect and remain unaffected.

Assignor shall execute and deliver, at the reasonable request of the Assignee, such additional documents, instruments, conveyances and assurances and take such further actions as Assignee may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Trademark Assignment.

[Signature page to follow]

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment on the date written herein below:

Witnesses:

Albie Cantin
Print: Albie Cantin

Amanda Morrison
Print: Amanda Morrison

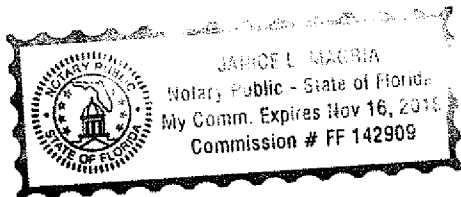
"ASSIGNOR"

ULTREO, LLC, a Delaware limited liability company

By: [Signature]
Name: Timothy Hill
Title: Manager

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me personally on this 30th day of June, 2015, an officer, duly authorized in the State and County aforesaid to take acknowledgments, by Timothy Hill, to me personally known or known to me by evidence of identification of _____ to be the person(s) described in and who executed the foregoing instrument and who did not take an oath.







[Signature]
NOTARY PUBLIC
My Commission Expires: _____
My Commission Number: _____
(Name of Notary typed, printed or stamped)

SCHEDULE A

ATTORNEY DOCKET NO.	INTL. CLASS	MARK	CURRENT LISTED OWNER	APPL. NO. & FILING DATE	REGISTRATION NO. & DATE
2001 U.S.A.	21	ULTREO (block form)	Ultreo, LLC	78/881,906 May 11, 2006	3,309,742 Oct. 9, 2007
2002 U.S.A.	21	ORANGE WAVE (Logo) 	Ultreo, LLC	77,057,734 Dec. 5, 2006	3,366,471 Jan. 8, 2008
2003 U.S.A.	21	BLACK AND WHITE WAVE (Logo) 	Ultreo, LLC	77/057,742 Dec. 5, 2006	3,366,472 Jan. 8, 2008
2004 U.S.A.	21	ULTREO THE ULTRASOUND TOOTHBRUSH (with design)	Ultreo, LLC	77/057,748 Dec. 5, 2006	3,373,613 Jan. 22, 2008
2006 U.S.A.	21	ULTREO THE ULTIMATE ULTRASOUND CLEAN (block form)	Ultreo, LLC	77/280,188 Sept. 14, 2007	3,881,991 Nov. 30, 2010
2009 U.S.A.	21	SMILE MORE (block form)	Ultreo, LLC	77/917,827 Jan. 22, 2010	4,313,357 April 2, 2013
2010 U.S.A.	21	SMILE (and design) 	Ultreo, LLC	77/917,872 Jan. 22, 2010	4,313,358 April 2, 2013

SCHEDULE B

DOCKET No. COUNTRY	MARK	CURRENT LISTED OWNER	APPL. No. & FILING DATE	REGISTRATION No. & DATE	INTL. CLASS
2001CA Canada	ULTREO (block form)	Ultreo, Inc.	1,321,409 Oct. 24, 2006	TMA 708918 March 5, 2008	
2001HK Hong Kong	ULTREO (block form)	Ultreo, Inc.	300746848 Oct. 24, 2006	300746848 Oct. 24, 2006	21
2001MP Madrid Protocol	ULTREO (block form)	Ultreo, Inc.	A0006197 Oct. 23, 2006	903499 Oct. 23, 2006	21
2001MP.AU Australia	ULTREO (block form)	Ultreo, Inc.	1,149,705 Oct. 23, 2006	903499 Oct. 23, 2006	21
2001MP.CN China	ULTREO (block form)	Ultreo, Inc.	G903499 Oct. 23, 2006	G903499 Oct. 23, 2006	21
2001MP.EP European Community	ULTREO (block form)	Ultreo, Inc.	903499 Oct. 23, 2006	903499 Oct. 23, 2006	21
2001MP.JP Japan	ULTREO (block form)	Ultreo, Inc.	903499 Oct. 23, 2006	903499 Oct. 23, 2006	21
2001MP.KR Korea	ULTREO (block form)	Ultreo, Inc.	903499 Oct. 23, 2006	8-5-2008- 000261215 Oct. 23, 2006	21
2001MX Mexico	ULTREO (block form)	Ultreo, Inc.	1,110,569 Nov. 18, 2010	1,205,991	21
2001NZ New Zealand	ULTREO (block form)	Ultreo, Inc.	757570 Oct. 24, 2006	757570 April 26, 2007	21
2005MP Madrid Protocol	BRUSHHEAD 	Ultreo, Inc.	A0008363 June 4, 2007	928199 June 4, 2007	21
2009HK HONG KONG	SMILE MORE (block form)	Ultreo, Inc.	301669276 July 21, 2010	301669276 July 21, 2010	21
2009MP MADRID PROTOCOL	SMILE MORE (block form)	Ultreo, Inc.	A0020623 July 20, 2010	1051911 July 20, 2010	21

DOCKET NO. COUNTRY	MARK	CURRENT LISTED OWNER	APPL. NO. & FILING DATE	REGISTRATION No. & DATE	INTL. CLASS
2009MP.CN CHINA	SMILE MORE (block form)	Ultreo, Inc.	A0020623 July 20, 2010	1051911 July 20, 2010	21
2010HK HONG KONG	SMILE (and design) 	Ultreo, Inc.	301669294 July 21, 2010	301669294 July 21, 2010	21
2010MP MADRID PROTOCOL	SMILE (and design) 	Ultreo, Inc. 2815 Eastlake Ave. E., Suite 313 Seattle, WA 98102 (DE)	A0020624 July 20, 2010	1047137 July 20, 2010	21
2010MP.CN CHINA	SMILE (and design) 	Ultreo, Inc. 2815 Eastlake Ave. E., Suite 313 Seattle, WA 98102 (DE)	1047137 July 20, 2010	1047137 July 20, 2010	21