

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM352087

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AFP Imaging Corporation		05/12/2015	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SMK Imaging, LLC		
<b>Street Address:</b>	8 Westchester Plaza		
<b>City:</b>	Elmsford		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10523		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2301510	DENT-X PROIMAGE	
<b>Registration Number:</b>	4272615	IMAGEWORKS	
<b>Registration Number:</b>	4272616	IMAGEWORKS	
<b>Registration Number:</b>	4276128	IMAGEWORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123910525		
<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>			
<b>Phone:</b>	212-278-0400		
<b>Email:</b>	nzivin@cooperdunham.com		
<b>Correspondent Name:</b>	Norman H. Zivin c/o COOPER & DUNHAM LLP		
<b>Address Line 1:</b>	30 Rockefeller Plaza		
<b>Address Line 2:</b>	20th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10112		
<b>ATTORNEY DOCKET NUMBER:</b>	0113/87093		
<b>NAME OF SUBMITTER:</b>	Norman H. Zivin		
<b>SIGNATURE:</b>	/norman h. zivin/		
<b>DATE SIGNED:</b>	08/20/2015		
<b>Total Attachments: 3</b>			

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of MAY 12, 2015, is made by AFP Imaging Corporation, a New York Corporation, located at 185 Kisco Avenue, Suite 202, Mount Kisco, NY 10549 ("Assignor") and SMK Imaging, LLC, a New York limited liability company; located at 8 Westchester Plaza, Elmsford, NY 10523 ("Assignee").

**WHEREAS**, the assignments effected hereby are in connection with the transactions contemplated by the Settlement Agreement, dated as of May 1, 2015, ("Settlement Agreement"), by and between Assignor and Assignee, pursuant to which Assignee will acquire, among other assets, certain trademarks;

**WHEREAS**, as a condition to Assignor's and Assignee's entering into the Settlement Agreement, Assignor has agreed to assign to Assignee the trademarks, service marks, slogans, and trade names listed on the attached Schedule A (collectively, the "Marks");

**WHEREAS**, Assignor is the listed as the Applicant or Registrant, as the case may be, of each of the Marks;

**WHEREAS**, Assignee is desirous of acquiring said Marks and the registrations and applications; and

**NOW, THEREFORE**, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor does hereby irrevocably assign, sell and transfer to Assignee, its successors and assigns, all of its right, title, and interest in and to the Marks, including, without limitation, the trademarks and the trademark registrations and applications therefor, and any renewals thereof, any common law rights to such Marks, all goodwill of the business symbolized by the Marks, and the right to sue and to collect all damages and payments for claims of past, present, and future infringement or misappropriation thereof, subject to the terms of the Settlement Agreement.

2. Recording of Assignments. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

3. Miscellaneous.

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(b) Headings. The headings in this Agreement and in the schedules annexed hereto are inserted for convenience only and shall not control or affect the meaning of any of the provisions hereof.

(c) Assignment. Assignor shall not be permitted to transfer or assign this Agreement or any of its rights, duties or obligations hereunder, except with the prior written consent of Assignee, subject to the terms of the Settlement Agreement.

(d) Severability. If any covenant contained in this Agreement is deemed to be unenforceable in whole or in part for any reason including, but not limited to, by reason of being too broad, or covering too long a period of time, then the same shall be deemed to apply only to the extent allowed by law including, but not limited to, the maximum coverage, or longest period of time, as the case may be, as will not render it unenforceable.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signature pages transmitted by facsimile or other electronic means shall be deemed to be originals thereof.

(f) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties named herein and their respective permitted successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment to be duly executed as of the date first above written.

AFP IMAGING CORPORATION

SMK IMAGING, LLC

By: R. Scott Jones  
Name: R. Scott Jones  
Title: PRESIDENT

By: Donald A. Vibbert  
Name: DONALD A. VIBBERT  
Title: MANAGING MEMBER

**SCHEDULE A**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
DENT-X PROIMAGE	2,301,510	December 21, 1999
IMAGE WORKS	4,272,615	January 8, 2013
IMAGE WORKS	4,272,616	January 8, 2013
IMAGE WORKS	4,276,128	January 15, 2013