

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM359294

<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>
NovaDent Inc.		10/20/2015	CORPORATION: DELAWARE
Advanced Dental Technologies, Inc.		10/20/2015	CORPORATION: OREGON
Great White Dental		10/20/2015	CORPORATION: CALIFORNIA
Harmony Dental, LLC		10/20/2015	LIMITED LIABILITY COMPANY: FLORIDA
Issaquah Dental Lab, Inc.		10/20/2015	CORPORATION: WASHINGTON
LK Dental Studio LLC		10/20/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	King Acq., LLC		
<b>Street Address:</b>	5755 Wayzata Boulevard, Suite 890		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55416		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4189004	ZIRA FULL CONTOUR ZIRCONIA	
<b>Registration Number:</b>	2725611	EVERY DETAIL COUNTS	
<b>Registration Number:</b>	2738674	COMFORT GUARD	
<b>Registration Number:</b>	2779004	LAB WORKS	
<b>Registration Number:</b>	3590835	EVERY DETAIL COUNTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6467282997		
<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>	2125969545		
<b>Email:</b>	ronald.duvernay@ropesgray.com		
<b>Correspondent Name:</b>	Daniel Barden		

CH \$140.00 4189004

<b>Address Line 1:</b>	1211 Avenue of the Americas
<b>Address Line 2:</b>	Ropes & Gray LLP
<b>Address Line 4:</b>	New York, NEW YORK 10036-8704

<b>ATTORNEY DOCKET NUMBER:</b>	107072-0038-008
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<b>NAME OF SUBMITTER:</b>	Daniel Barden
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<b>SIGNATURE:</b>	/d barden/
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<b>DATE SIGNED:</b>	10/20/2015
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**Total Attachments: 8**

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## **ASSIGNMENT OF PROPRIETARY RIGHTS**

This Assignment of Proprietary Rights (the “Assignment”) is made as of October 20, 2015 by NovaDent Inc., a Delaware corporation (“NovaDent”), Advanced Dental Technologies, Inc., an Oregon corporation (“DFF”), Great White Dental, a California corporation (“GWD”), Harmony Dental, LLC, a Florida limited liability company (“HD”), Issaquah Dental Lab, Inc., a Washington corporation (“IDL”), LK Dental Studio LLC, a California limited liability company (“LKD”), and, together with NovaDent, DFF, GWD, HD and IDL, “Sellers” and, each, a “Seller”) to King Acq., LLC, a Delaware limited liability company (“Buyer”).

WHEREAS, Sellers and Buyer, among others, are parties to the Asset Purchase Agreement dated as of the date hereof (the “Asset Purchase Agreement”) providing for the execution and delivery of this Assignment by Sellers to Buyer; and

WHEREAS, in consideration of the transactions contemplated in the Asset Purchase Agreement, each Seller desires to assign to Buyer all Proprietary Rights owned or otherwise possessed by such Seller, including, but not limited to Proprietary Rights developed by Seller’s employees, contractors or agents, any acquired by Seller from third parties, any rights specifically listed on Schedule A, and the goodwill and activities associated with any of the foregoing (collectively, the “Assigned Proprietary Rights”).

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Effective as of the Closing, each Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all of such Seller’s right, title and interest in and to the Assigned Proprietary Rights free and clear of all Liens other than Permitted Liens, inclusive of all rights, interests, claims and demands recoverable in law or equity, that such Seller has or may have in profits and damages for past, present and future infringements or misappropriation of any of the Assigned Proprietary Rights, including, without limitation, the right to compromise, sue for and collect such profits and damages. Buyer, its successors and assigns or their legal representatives, shall hold and enjoy all of the foregoing as fully and entirely as the same would have been held and enjoyed by Sellers if this assignment had not been made.

2. To the extent any Seller is unable to assign all of such Seller’s right, title and interest in and to any of the Assigned Proprietary Rights, such Seller will do so at such Seller’s first opportunity, and pending such assignment, such Seller hereby grants to Buyer an exclusive, worldwide, fully paid up, royalty-free, perpetual, irrevocable, transferable license with the right to grant sublicenses through multiple tiers, under all of such Seller’s rights in the non-assigned Assigned Proprietary Rights to use, practice and exploit such Assigned Proprietary Rights for any and all purposes.

3. Each Seller hereby irrevocably and unconditionally waives all “moral rights” in the Assigned Proprietary Rights and all components thereof and agrees and covenants never to bring any claim or action to enforce any such “moral rights.” Each Seller irrevocably waives any and all right to inspect or approve any uses of the Assigned Proprietary Rights now or in the future or to challenge Buyer’s ownership of any of the Assigned Proprietary Rights.

4. From and after the Closing, each Seller shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, and do all acts necessary or proper to consummate this Assignment and to vest and confirm in Buyer, its successors and assigns, the legal title to all Assigned Proprietary Rights. From and after the Closing, each Seller shall cooperate in good faith with, and shall take all actions reasonably requested by, Buyer in connection with Buyer's attempt to file any patents with respect to any of the Assigned Proprietary Rights (including executing all documents reasonably required to file or prosecute any such patents), if applicable.

5. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand, supersede or limit in any way the terms, conditions or obligations of the Asset Purchase Agreement.

6. Capitalized terms used herein without definition shall have the meanings set forth in the Asset Purchase Agreement.

7. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to any patent issues and in all other respects, including as to validity (except for patent issues), interpretation and effect, by the laws of the State of Delaware without giving effect to any choice or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction).

8. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

*[Signature page follows]*

IN WITNESS WHEREOF, Sellers have executed this Assignment of Proprietary Rights as of the date first above written.

NOVADENT INC.

By: Nick Ballinger  
Name: Nick Ballinger  
Title: CEO

ADVANCED DENTAL TECHNOLOGIES, INC.

By: Nick Ballinger  
Name: Nick Ballinger  
Title: CEO

GREAT WHITE DENTAL

By: Nick Ballinger  
Name: Nick Ballinger  
Title: CEO

HARMONY DENTAL, LLC

By: Nick Ballinger  
Name: Nick Ballinger  
Title: CEO

ISSAQUAH DENTAL LAB, INC.

By: Nick Ballinger  
Name: Nick Ballinger  
Title: CEO

LK DENTAL STUDIO LLC

By: Nick Ballinger  
Name: Nick Ballinger  
Title: CEO

**Schedule A**  
**SPECIFICALLY LISTED ASSIGNED PROPRIETARY RIGHTS**

**US TRADEMARK REGISTRATIONS (TRADEMARKS, SERVICE MARKS, TRADE DRESS)**

<b>Reg. No.</b>	<b>Issuance Date</b>	<b>Trademark</b>	<b>Owner</b>	<b>Status</b>
4189004	Aug. 14, 2012	ZIRA FULL CONTOUR ZIRCONIA	Novadent, Inc.	Registered (2012)
2725611	Jun. 10, 2003	EVERY DETAIL COUNTS	Issaquah Dental Lab, Inc.	Registered and Renewed (2013)
2738674	Jul. 15, 2003	COMFORT GUARD	Issaquah Dental Lab, Inc.	Registered and Renewed (2013)
2779004	Nov. 04, 2003	LAB WORKS	Issaquah Dental Lab, Inc.	Registered and Renewed (2013)
3590835	Mar. 17, 2009	EVERY DETAIL COUNTS	Issaquah Dental Lab, Inc.	Registered (Expiration Pending)

**FICTITIOUS BUSINESS NAME REGISTRATIONS / “DOING BUSINESS AS” (D/B/A) REGISTRATIONS**

<b>D/B/A</b>	<b>Actual Business Name</b>	<b>State/City Registered</b>	<b>Date Registered</b>	<b>Status</b>
DFF Dental Lab	Advanced Dental Technologies, Inc.	Oregon (Statewide)	February 21, 2014	Active
Dahlin/Fernandez/Fritz Dental Lab	Advanced Dental Technologies, Inc.	Oregon (Statewide)	February 21, 2014	Active
Dahlin Fernandez Fritz Dental Laboratory	Advanced Dental Technologies, Inc.	Oregon (Statewide)	February 21, 2014	Active
24/7 FAST!	ISSAQUAH DENTAL LAB, INC.	Washington (Statewide)	December 29, 2003	Active
ADT	ISSAQUAH DENTAL LAB, INC.	Washington (Statewide)	September 12, 2014	Active
ADVANCED DENTAL TECHNOLOGIES	ISSAQUAH DENTAL LAB, INC.	Washington (Statewide)	August 22, 2014	Active
ADVANCED DENTAL TECHNOLOGIES - SOUTH SOUND	ISSAQUAH DENTAL LAB, INC.	Washington (Statewide)	September 12, 2014	Active
HORTIN DENTAL LABORATORY, INC.	ISSAQUAH DENTAL LAB, INC.	Washington (Statewide)	October 29, 2010	Active
ISSAQUAH DENTAL LAB	ISSAQUAH DENTAL LAB, INC.	Washington (Statewide)	August 22, 2014	Active
PRECISE INTERNATIONAL INC	ISSAQUAH DENTAL LAB, INC.	Washington (Statewide)	August 9, 1989	Active
PRECISE INTERNATIONAL, INC.	ISSAQUAH DENTAL LAB, INC.	Washington (Statewide)	January 16, 1990	Active
PREMIER DENTAL	ISSAQUAH DENTAL LAB, INC.	Washington (Statewide)	August 22, 2014	Active

## DOMAIN NAME REGISTRATIONS

Domain	Entity Account	DNS 2	DNS 2	HOS T	REGISTRAR	CREAT ED	EXPIR ES
adt-bend.com	NOVA	NS69.DOMAI NCONTROL.C OM	NS70.DOMAINCO NTROL.COM	Go Dadd y	http://www.godaddy.com/	10/24/2014	10/24/2015
adt-dentallab.com	NOVA	NS71.DOMAI NCONTROL.C OM	NS72.DOMAINCO NTROL.COM	Go Dadd y	http://www.godaddy.com/	2/12/2004	2/12/2019
adt-dl.com	NOVA	NS71.DOMAI NCONTROL.C OM	NS72.DOMAINCO NTROL.COM	Go Dadd y	http://www.godaddy.com/	2/13/2004	2/13/2019
advanced-dental-technologies.com	IDL	NS41.DOMAI NCONTROL.C OM	NS42.DOMAINCO NTROL.COM	Whiz kids	http://www.godaddy.com	12/20/2011	12/20/2015
build-my-smile.com	NOVA	NS15.DOMAI NCONTROL.C OM	NS16.DOMAINCO NTROL.COM	Go Dadd y	http://www.godaddy.com/	8/12/2013	8/12/2015
buildmyimplant.com	NOVA	NS15.DOMAI NCONTROL.C OM	NS16.DOMAINCO NTROL.COM	Go Dadd y	http://www.godaddy.com/	8/16/2013	8/16/2015
buildmysmile.com	NOVA	NS15.DOMAI NCONTROL.C OM	NS16.DOMAINCO NTROL.COM	Go Dadd y	http://www.godaddy.com/	8/15/2013	8/15/2015
buildmyteeth.com	NOVA	NS15.DOMAI NCONTROL.C OM	NS16.DOMAINCO NTROL.COM	Go Dadd y	http://www.godaddy.com/	8/14/2013	8/14/2015
Captekstg.com	Harmon y	DNS11.TNTS UPPORT.NET	DNS12.TNTSUPPO RT.NET	Softla yer	http://networksolutions.com	1/19/2004	1/19/2016
Crownsinaboutanhour.com	Harmon y	DNS11.TNTS UPPORT.NET	DNS12.TNTSUPPO RT.NET		http://networksolutions.com	2/15/2007	2/15/2016
Crownsinanhour.com	Harmon y	DNS11.TNTS UPPORT.NET	DNS12.TNTSUPPO RT.NET		http://networksolutions.com	2/14/2007	2/14/2016
dentalimplantsmile.com	NOVA	NS33.DOMAI NCONTROL.C OM	NS34.DOMAINCO NTROL.COM	Go Dadd y	http://www.godaddy.com/	10/15/2014	10/15/2019
design-a-smile.com	NOVA	NS15.DOMAI NCONTROL.C OM	NS16.DOMAINCO NTROL.COM	Go Dadd y	http://www.godaddy.com/	8/13/2013	8/13/2015
designmyimplant.co	NOVA	NS15.DOMAI NCONTROL.C OM	NS16.DOMAINCO NTROL.COM	Go Dadd y	http://www.godaddy.com/	6/3/2014	6/2/2016
designmyimplant.com	NOVA	NS15.DOMAI NCONTROL.C OM	NS16.DOMAINCO NTROL.COM	Go Dadd y	http://www.godaddy.com/	8/17/2013	8/17/2015
designmyimplant.net	NOVA	NS15.DOMAI NCONTROL.C OM	NS16.DOMAINCO NTROL.COM	Go Dadd y	http://www.godaddy.com/	6/3/2014	6/3/2016
designmyimplant.org	NOVA	NS15.DOMAI NCONTROL.C OM	NS16.DOMAINCO NTROL.COM	Go Dadd y	http://www.godaddy.com/	6/3/2014	6/3/2016
designmyimplant.us	NOVA	NS15.DOMAI NCONTROL.C OM	NS16.DOMAINCO NTROL.COM	Go Dadd y	http://www.godaddy.com/	6/3/2014	6/3/2016
dff-dentallab.com	DFD	NS99.WORLD NIC.COM	NS100.WORLDNIC .COM	Sybor Soluti ons	http://www.networksolution s.com/en_US/	10/7/1996	10/6/2015
greatwhitedental.com	GWD	NS57.WORLD NIC.COM	NS57.WORLDNIC .COM	Netw ork Soluti ons	http://www.networksolution s.com/en_US/	1/14/2004	11/27/2015
harmonydental.com	HDL	NS23.WORLD NIC.COM	NS24.WORLDNIC .COM	Whiz kids	http://www.networksolution s.com/en_US/	12/7/1999	12/7/2015
hortindentallab.com	Hortin Lab	NS1.POWWE B.COM	NS2.POWWEB.CO M	Pow Web	http://www.powweb.com/	3/18/2011	3/18/2016
implantsmileprovider.COM	NOVA	NS05.DOMAI NCONTROL.C OM	NS06.DOMAINCO NTROL.COM		http://www.godaddy.com	12/1/2014	12/1/2016



<b>issaquah-dl.com</b>	IDL	NS21.DOMAINCONTROL.COM	NS22.DOMAINCONTROL.COM	GoDaddy	http://www.godaddy.com	1/22/1996	1/23/2016
<b>issaquah-milling.com</b>	IDL	NS2.POWWEB.COM	NS3.POWWEB.COM	PowWeb	http://www.godaddy.com	4/6/2004	4/6/2016
<b>issaquahdl.com</b>	IDL	NS73.DOMAINCONTROL.COM	NS74.DOMAINCONTROL.COM	GoDaddy	http://www.godaddy.com	11/10/2011	11/11/2015
<b>issaquahmillingcenter.com</b>	IDL	NS21.DOMAINCONTROL.COM	NS22.DOMAINCONTROL.COM	GoDaddy	http://www.godaddy.com	6/3/2003	6/3/2016
<b>kenlandedental.com</b>	NOVA	NS53.DOMAINCONTROL.COM	NS54.DOMAINCONTROL.COM	GoDaddy	http://www.godaddy.com/	11/10/2010	11/10/2016
<b>landedental.com</b>	NOVA	NS53.DOMAINCONTROL.COM	NS54.DOMAINCONTROL.COM	GoDaddy	http://www.godaddy.com/	11/11/2010	11/11/2016
<b>lkdentalstudio.com</b>	LKS	NS19.DOMAINCONTROL.COM	NS20.DOMAINCONTROL.COM	GoDaddy	http://www.godaddy.com	12/16/2007	12/16/2015
<b>novadentinc.com</b>	NOVA	NS61.DOMAINCONTROL.COM	NS62.DOMAINCONTROL.COM	GoDaddy	http://www.godaddy.com/	1/4/2006	1/4/2017
<b>Onevisitveneers.com</b>	Harmony	DNS11.TNTSUPPOT.NET	DNS12.TNTSUPPOT.NET		http://networksolutions.com	1/2/2008	1/2/2016
<b>Onevisitveneers.com</b>	Harmony	DNS11.TNTSUPPOT.NET	DNS12.TNTSUPPOT.NET		http://networksolutions.com	1/3/2008	1/3/2016
<b>premier-da.com</b>	NOVA	NS69.DOMAINCONTROL.COM	NS70.DOMAINCONTROL.COM	GoDaddy	http://www.godaddy.com/	10/25/2014	10/25/2015
<b>remote.issaquah-dl.com (SSL Certificate)</b>	IDL	NS21.DOMAINCONTROL.COM	NS22.DOMAINCONTROL.COM	GoDaddy	http://www.godaddy.com		4/10/2016
<b>remoteidl.com</b>	IDL	NS39.DOMAINCONTROL.COM	NS40.DOMAINCONTROL.COM	GoDaddy	http://www.godaddy.com	12/13/2010	12/13/2015
<b>zirafez.com</b>	NOVA	NS1.POWWEB.COM	NS2.POWWEB.COM	PowWeb	http://www.powweb.com/	3/18/2011	3/18/2016
<b>zirazirconia.com</b>	NOVA	NS1.POWWEB.COM	NS2.POWWEB.COM	PowWeb	http://www.powweb.com/	3/18/2011	3/18/2016

## LICENSES

### **ADVANCED DENTAL TECHNOLOGIES, INC.**

*Trademark License – August 15, 1995:*

- Licensors: Austenal, Inc.
- Licensee: Dahlin/Fernandez/Fritz Dental Laboratory
- Trademark: VITALLIUM®