

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364107

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERZ PHARMA GMBH & CO. KGAA		12/01/2015	KOMMANDITGESELLSCHAFT AUF AKTIEN (KGAA): GERMANY
RECEIVING PARTY DATA			
Name:	MERZ DENTAL GMBH		
Street Address:	EETZWEG 20		
City:	LUTJENBURG		
State/Country:	GERMANY		
Postal Code:	24321		
Entity Type:	Gesellschaft mit beschränkter Haftung: GERMANY		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3660249	ARTBLOC	
Registration Number:	4326664	ARTCONCEPT	
Registration Number:	2694540	ARTEGRAL	
Registration Number:	4248925	ARTVENEER	
Registration Number:	2926188	CBI	
Registration Number:	3131640	IMCROWN	
Serial Number:	86512647	M-PM	
Registration Number:	4750674	PEEK BIOSOLUTION	
CORRESPONDENCE DATA			
Fax Number:	2128055571		
<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:	212-801-2256		
Email:	schlossd@gtlaw.com		
Correspondent Name:	Daniel I Schloss, Greenberg Traurig, LLP		
Address Line 1:	200 Park Avenue, 38th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	159965.010100		

CH \$215.00 3660249

NAME OF SUBMITTER:	Daniel I. Schloss
SIGNATURE:	/Daniel I. Schloss/
DATE SIGNED:	12/01/2015
Total Attachments: 3 source=151130 Merz Dental Transfer Shortform Agreement with M-PM signed#page1.tif source=151130 Merz Dental Transfer Shortform Agreement with M-PM signed#page2.tif source=151130 Merz Dental Transfer Shortform Agreement with M-PM signed#page3.tif	

CONFIRMATORY SHORT-FORM TRADEMARK TRANSFER AGREEMENT

(the "Agreement")

BETWEEN:

- (1) **MERZ PHARMA GMBH & CO. KGAA**, ECKENHEIMER LANDSTRASSE 100, 60318 FRANKFURT, GERMANY, a partnership limited by shares (*Kommanditgesellschaft auf Aktien*), organized under the laws of Germany with registered offices at Frankfurt am Main, Germany, and registered with the commercial register of the lower court (*Amtsgericht*) at Frankfurt am Main under HRB 54072 (the "TRANSFEROR"),
- (2) **MERZ DENTAL GMBH**, EETZWEG 20, 24321 LÜTJENBURG, GERMANY, a German limited liability Company (*Gesellschaft mit beschränkter Haftung*) organized under the laws of Germany with registered offices at Lütjenburg and registered with the commercial register of the lower court (*Amtsgericht*) at Kiel under HRB 1589 (the "TRANSFEREE").

TRANSFEROR and TRANSFEREE are herein jointly referred to as the "Parties", each being a "Party".

RECITALS

- (A) Under an IP TRANSFER AGREEMENT dated 31 March 2015 (the "IP Transfer Agreement"), concluded between the Parties and SHOFU INC., Japan, the TRANSFEROR has transferred and assigned to the TRANSFEREE, with effect from a certain effective date, a portfolio of IP rights, including trademarks.
- (B) The present Agreement is concluded to confirm the effective transfer and assignment of certain trademarks from the TRANSFEROR to the TRANSFEREE.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. CONFIRMATORY TRANSFER

- 1.1 The TRANSFEROR hereby confirms the effective transfer and assignment to the TRANSFEREE of all trademarks listed in **Schedule 1.1** hereto (the "Trademarks"), including, for the avoidance of doubt, the full legal ownership rights and duties thereto.
- 1.2 The TRANSFEREE hereby confirms the acceptance of such transfer and assignment.

2. ASSIGNMENT OF REGISTRATION

The TRANSFEREE shall initiate and effect the registration of transfer of the Trademarks. The TRANSFEROR shall, without charge and upon request of the TRANSFEREE, as may be reasonably requested by the TRANSFEREE in order for the TRANSFEREE to effect and perfect the assignment and transfer of the Trademarks, execute and deliver assignments, licenses, consents, documents or further instruments of transfer.

3. MISCELLANEOUS

- 3.1 All fees, transfer taxes, stamp duties, registration duties and other charges and costs payable in connection with the execution and completion of this Agreement and the transactions contemplated hereunder, shall be borne by the TRANSFEREE.

- 3.2 The validity, interpretation and performance of this Agreement shall be exclusively governed by and construed in accordance with the laws of the Federal Republic of Germany without regard to the principles of conflicts of laws. The Parties expressly agree that the application of the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and shall not apply to this Agreement.
- 3.3 In the event of any dispute between the Parties arising out of or in connection with this Agreement or its validity, such dispute shall be finally determined by three arbitrators in accordance with the Rules of Procedure of the German Institution for Arbitration e.V. (DIS) in lieu of litigation in the state courts. At least one of the arbitrators shall be qualified as a judge (*Befähigung zum Richteramt* within the meaning of Section 5 of the German Code on Judges (*Deutsches Richtergesetz*)). The arbitration proceedings shall be held in the English language with the proviso that evidence may be submitted in English or German language. The venue shall be Düsseldorf unless the Parties and the arbitrators mutually agree otherwise. In the event that mandatory applicable German law (or the foregoing sentences) requires any matter arising out of or in connection with this Agreement to be decided upon by an ordinary court of law, the district court of Düsseldorf shall have the exclusive jurisdiction.

Frankfurt 30/11/2015

Merz Pharma GmbH & Co. KGaA

K. Degenhardt

Name: Dr. Kerstin Degenhardt

Title: Executive Director

J. Steuerwald

Name: Julia Steuerwald, LL.M.

Title: Corporate Counsel

Date/Place 01.12.2015

Merz Dental GmbH

F. Wenzel

Name: Friedhelm Wenzel

Title: Managing Director (*Geschäftsführer*)

O. Witzel

Name: Oliver Witzel

Title: Managing Director (*Geschäftsführer*)

Uyl. Witzel / Anke Witzel

SCHEDULE 1.1

Country	Trademark	Reg. No.
Argentina	IMCROWN	2081859
Australia	artConcept	1424838
	Artegral	849381
	artVeneer	1424836
	CBI	951667
	INTEGRAL	951666
	Significant	849384
Benslux	Artegral	696686
Brazil	Artegral	825457807
	CBI	825560942
	IMCROWN	827116160
	IMCROWN	827116152
	INTEGRAL	82550354
Canada	artBloc	TMA770,364
	artConcept	1527585
	Artegral	TMA591,887
	artVeneer	1527584
	CBI	642643
	INTEGRAL	TMA556,526
	M-PM	1707350
	PEEK BioSolution	4750674
	Significant	603,301
	Xstar	1387869
Costa Rica	Artegral	148477
China	Artegral	4587299
	CBI	3587314
	IMCROWN	4306024
	IMCROWN	4306492
	INTEGRAL	3587310
Egypt	IMCROWN	169541
	IMCROWN	169540
El Salvador	Artegral	84 BOOK 146
India	Artegral	1193801
	CBI	1193800
	INTEGRAL	1193802
Japan	Artegral	4519804
	CBI	4741410
	IMCROWN	4908966
	INTEGRAL	4519805
	Significant	4519805
Lebanon	Artegral	85122
New Zeal.	Artegral	622388
	INTEGRAL	677757
	Significant	622387
Norway	IMCROWN	228209
Russia	IMCROWN	295387
Saudi-Arab.	Artegral	716/83
	CBI	716/87
	INTEGRAL	732/47
South Korea	IMCROWN	0651197
Switzerland	IMCROWN	P-527287
USA	artBloc	3,660,249
	artConcept	4,326,664
	Artegral	2694540
	artVeneer	4,248,925
	CBI	2,926,188
	IMCROWN	3,131,640
	M-PM	8551264
	PEEK BioSolution	4750674
UAE	Artegral	52112
	Artegral	34974
	CBI	45252
	INTEGRAL	52111
Ukraine	IMCROWN	64189