

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417251

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Discus Dental, LLC		01/03/2017	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Den-Mat Holdings, LLC		
Street Address:	1017 W. Central Avenue		
Internal Address:	Legal Department		
City:	Lompoc		
State/Country:	CALIFORNIA		
Postal Code:	93436		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2521163	FLUORIDEX	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4243305236		
Email:	tongassociates@gmail.com		
Correspondent Name:	Frederick W. Tong		
Address Line 1:	2201 E. Willow St		
Address Line 2:	Suite D#274		
Address Line 4:	Signal Hill, CALIFORNIA 90755		
NAME OF SUBMITTER:	Frederick W. Tong		
SIGNATURE:	/Frederick W. Tong/		
DATE SIGNED:	02/23/2017		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

This Assignment of Trademarks and Domain Names (this “**Agreement**”), dated as of January 3, 2017, is by and between Discus Dental, LLC, a California limited liability company (“**Assignor**”), and Den-Mat Holdings, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of November 11, 2016 (the “**Purchase Agreement**”), pursuant to which, among other things, Assignor agreed to sell, assign, transfer and deliver to Assignee all of its right, title and interest in and to all of the Acquired Assets, including (i) the and trademarks identified on **Schedule 1** hereto, including applications and registrations related to the foregoing (“**Trademarks**”), and (ii) the internet domain name registrations for the domains set forth on **Schedule 1** hereto (“**Domain Registrations**”);

WHEREAS, Assignor now wishes to assign the Trademarks and the Domain Registrations to Assignee, and Assignee is desirous of acquiring the Trademarks and Domain Registrations from Assignor; and

WHEREAS, the execution and delivery of this Agreement is an obligation of the Assignor and Assignee under the Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the respective meanings set forth in the Purchase Agreement.

2. Assignment. Subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns and delivers to Assignee all of Assignor’s right, title and interest in and to the Trademarks and the Domain Registrations (and all renewals and extensions thereof).

3. Terms of the Purchase Agreement. This Agreement has been executed and delivered pursuant to the Purchase Agreement but shall be deemed not to enlarge, diminish, modify, alter or supersede any of the representations, warranties, covenants or agreements set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control.

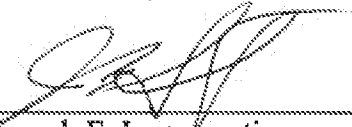
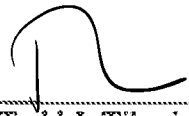
4. No Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or share confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice

or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of New York.

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IN WITNESS WHEREOF, the parties have caused this Assignment of Trademarks and Domain Names to be duly executed as of the date first set forth above.

<p>ASSIGNOR: DISCUS DENTAL, LLC</p> <p>By: </p> <p>Name: Joseph E. Innamorati Title: Vice President</p>	<p>ASSIGNEE: DEN-MAT HOLDINGS, LLC</p> <p>By: </p> <p>Name: Todd J. Tiberi Title: Chief Administrative Officer</p>
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[Signature Page to Assignment of Trademarks and Domain Names]

SCHEDULE 1

REGISTERED TRADEMARKS:

Mark	Reg No	Country	Classes/Good	Status
Fluoridex	2521163	US	5 Medicated dental polish and dental fluoride treatment preparations, namely, gel.	Issued
Fluoridex	8859274	EU	3 Dentifrices; mouthwashes; Dental rinse; Medical toothpastes; toothpaste. 5 Preparations for oral cleaning, other than dentifrices; Preparations for oral hygiene, other than dentifrices; Preparations for use in the mouth, other than dentifrices; Products for mouth care, other than dentifrices; Products for oral hygiene, other than dentifrices; anti-bacterial mouthwashes; medicated mouthwashes; Dental rinses, medicated. 21 Toothbrushes	Issued

DOMAIN NAMES:

Name	Creation Date	Registrant	Expiration
Fluoridex.com	August 3, 1998	Discus Dental Impressions, Inc.	August 2, 2017