

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM438066

<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>
Dental Photonics, Inc.		12/19/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IPG Photonics Corporation		
<b>Street Address:</b>	50 Old Webster Road		
<b>City:</b>	Oxford		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01540		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4243653	ALTA	
<b>Registration Number:</b>	4330356	SURESTEP	
<b>Registration Number:</b>	4243127	TOP	
<b>Registration Number:</b>	4331707		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2039757180		
<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>	203-975-7505		
<b>Email:</b>	christina.london@lockelord.com		
<b>Correspondent Name:</b>	Locke Lord LLP		
<b>Address Line 1:</b>	Church Street Station; P.O. Box 1470		
<b>Address Line 4:</b>	New York, NEW YORK 10008-1470		
<b>ATTORNEY DOCKET NUMBER:</b>	1510981.00001		
<b>NAME OF SUBMITTER:</b>	Christina London		
<b>SIGNATURE:</b>	/Christina London/		
<b>DATE SIGNED:</b>	08/04/2017		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 19th day of December, 2016, by and between **Dental Photonics, Inc.** a corporation organized and existing under the laws of Delaware, and having a usual place of business at P.O. Box 243, Quincy, MA 02171 ("Assignor") and **IPG Photonics Corporation**, a corporation organized and existing under the laws of Delaware, and having a usual place of business at 50 Old Webster Road, Oxford, MA 01540 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of all or substantially all of the assets of a going business; and

WHEREAS, the execution and delivery of this Assignment is a condition to the Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignor hereby warrants that it is the sole owner of the Marks. To the extent Assignor retains any right, title or interest in or to the Marks that cannot be assigned to Assignee pursuant to this Assignment, then Assignor hereby agrees to waive for all time any claims that Assignor may have concerning the Marks.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: Dental Photonics, Inc.

Name: [Signature]

Signature: G. Attshuler

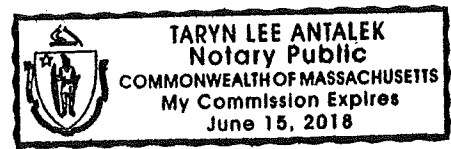
Title: President IPG Medical

NOTARIZATION

On this 31<sup>st</sup> day of July, 2017, before me, the undersigned Notary Public, personally appeared Gregory Attshuler proved to me through satisfactory evidence of identification, which was/were work badge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Taryn Lee Antalek  
Signature of Notary

My Commission Expires: June 15, 2018



ASSIGNEE: IPG Photonics Corporation

Name: Angelo P. Loppeste

Signature: A.P. Loppeste

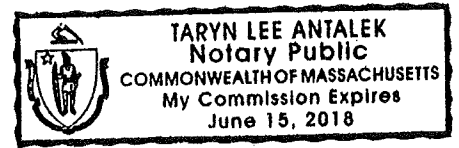
Title: SVP

NOTARIZATION

On this 31<sup>st</sup> day of July, 2017, before me, the undersigned Notary Public, personally appeared Angelo P. Loppeste proved to me through satisfactory evidence of identification, which was/were work badge, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Taryn Lee Antalek  
Signature of Notary

My Commission Expires: June 15, 2018



**Exhibit A**  
**Trademarks**

Mark	Jurisdiction	Reg. No. & Date
ALTA	U.S.	Reg. No. 4,243,653 Nov. 13, 2012
SURESTEP	U.S.	Reg. No. 4,330,356 May 7, 2013
TOP	U.S.	Reg. No. 4,243,127 Nov. 13, 2012
Tri-Horn Design	U.S.	Reg. No. 4,331,707 May 7, 2013

**Unregistered Trademarks**

STLASE