

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Albensi Dental Laboratory, Inc.		10/04/2017	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	National Dentex, LLC		
Street Address:	11601 Kew Gardens Ave., Suite 200		
City:	Palm Beach Gardens		
State/Country:	FLORIDA		
Postal Code:	33410		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4138955	PG-PRO	
Registration Number:	4020845	PG-PRO	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	617-951-7169		
Email:	catherine.murray@ropesgray.com		
Correspondent Name:	Catherine Murray		
Address Line 1:	Prudential Tower, 800 Boylston Street		
Address Line 2:	Ropes & Gray LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199-3600		
ATTORNEY DOCKET NUMBER:	8286-694-012		
NAME OF SUBMITTER:	Catherine Murray		
SIGNATURE:	/cmurray/		
DATE SIGNED:	10/10/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made as of October 4, 2017 by Albensi Dental Laboratory, Inc., a Pennsylvania corporation ("Assignor"), in favor of National Dentex, LLC, a Delaware limited liability company ("Assignee").

RECITALS:

WHEREAS, Assignor and Assignee are party to that certain Asset Purchase Agreement, dated as of October 4, 2017, by and among Assignee, Assignor, Donald R. Albensi, Donald P. Albensi, Laura M. Albensi and the Representative named therein (the "Agreement"), and the Agreement provides for the execution and delivery of this Assignment by Assignor to Assignee;

WHEREAS, Assignor owns the trademarks and the applications and registrations therefor and the trade names as set forth on Schedule I hereto (collectively, the "Assigned Marks") and the goodwill attendant thereto;

WHEREAS, Assignee desires to purchase or acquire all of Assignor's right, title and interest in and to the Assigned Marks and the good will attendant thereto;

WHEREAS, from and after the date hereof, Assignee will be the successor to the ongoing and existing business of Assignor, or to the portion of the ongoing and existing business of Assignor, to which the Assigned Marks pertain.

NOW, THEREFORE, subject to the terms and conditions of the Agreement and for the consideration set forth therein and other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor's right, title and interest to the Assigned Marks, together with the goodwill of the business and activities generated thereby, symbolized thereby and associated therewith; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, causes of action, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Successor to Business. Assignor is assigning the Assigned Marks as part of the entire business or portion thereof to which the Assigned Marks pertain, and Assignee is the successor to the ongoing and existing business of Assignor to which the Assigned Marks pertain in accordance with the Agreement.

3. Further Assurances. From and after the date hereof, Assignor shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, in addition to the Ancillary Documents, and take such other action as may

reasonably be necessary to consummate or to give effect to the transactions contemplated in the Agreement.

4. Terms of the Agreement. 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 Agreement. To the extent any provision of this Assignment conflicts with or is inconsistent with the terms of the Agreement, the Agreement shall control and govern.

5. Defined Terms. Capitalized terms used herein without definition shall have the meanings set forth in the Agreement.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the conflict of laws rules thereof.

7. Counterparts. This Assignment may be executed electronically or otherwise (where permitted in an applicable jurisdiction) in any number of identical 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, Assignor and Assignee have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

**ALBENSI DENTAL LABORATORY,
INC.**

By: Donald R. Albensi

Name: Donald R. Albensi

Title: President and Chief Executive
Officer

[Signature Page to Trademark Assignment]

**TRADEMARK
REEL: 006189 FRAME: 0351**

ASSIGNEE:

NATIONAL DENTEX, LLC

By:  _____

Name: Dave Nuti

Title: Chief Financial Officer and
Secretary

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006189 FRAME: 0352

SCHEDULE I

Registered Trademark

Country	Service Mark	Registration Number	Date of Registration
U.S.	PG-Pro	4138955	May 8, 2012
U.S.	PG-Pro	4020845	August 30, 2011

Unregistered Trademark

LuxxZr™

POM Model

Trade Name

All rights in and to the fictitious name **Innovative Dental Arts**, registered in Pennsylvania.