

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457835

<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>
Healthdent Technology International, Inc.		08/31/2017	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tulsa Dental Products LLC		
<b>Street Address:</b>	5100 East Skelly Drive		
<b>Internal Address:</b>	#300		
<b>City:</b>	Tulsa		
<b>State/Country:</b>	OKLAHOMA		
<b>Postal Code:</b>	74135		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85750655	NANOFLOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7178494360		
<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>	7178494204		
<b>Email:</b>	trademarks@dentsply.com		
<b>Correspondent Name:</b>	Douglas J. Hura		
<b>Address Line 1:</b>	221 West Philadelphia Street		
<b>Address Line 4:</b>	York, PENNSYLVANIA 17401		
<b>NAME OF SUBMITTER:</b>	Douglas J. Hura		
<b>SIGNATURE:</b>	/douglas j hura/		
<b>DATE SIGNED:</b>	01/12/2018		
<b>Total Attachments: 5</b>			
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source=healthdent to tulsa#page4.tif			

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**EXHIBIT D. TRADEMARK ASSIGNMENT**

This COPYRIGHT ASSIGNMENT, dated as of August 31, 2017, is made by Healthdent Technology International, Inc., a California corporation (hereinafter called the “**Seller**”), in favor of Tulsa Dental Products LLC, a Delaware limited liability company (hereinafter called the “**Buyer**”), the Buyer of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of August 11, 2017 (the “**Purchase Agreement**”).

**WHEREAS**, under the terms of the Purchase Agreement, Assignor has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the United States Patent and Trademark Office;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants set forth herein as well as in the Purchase Agreement, the sufficiency and receipt of which the Parties hereby acknowledge, the Parties hereto agree as follows:

11. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Assignor’s right, title and interest in and to the trademarks set forth in the Trademark Assignment **Schedule 1** (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications for the Assigned Trademarks set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

12. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Buyer. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, as may be reasonably necessary for Buyer to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto and to ensure that the Assigned Trademarks are properly assigned to Buyer, or any assignee or successor thereto.

13. License Back. Buyer grants Seller a limited royalty-free license to use the Trademarks solely for the purpose of manufacturing and packaging goods on Buyer's behalf in accordance with Buyer's explicit directions and specifications.

14. Relationship to Purchase Agreement. This Trademark Assignment will be interpreted in connection with the Purchase Agreement, and is part of the same series of transactions as that Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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.

15. Controlling Law. It is agreed that this Trademark Assignment shall be interpreted according to the 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).

16. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

17. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Buyer have caused this Trademark Assignment Agreement to be duly executed as of the date first written above.

Healthdent Technology International, Inc.

By: 

Name: Nathan Li

Title: President

AGREED TO AND ACCEPTED:

Tulsa Dental Products LLC

By: \_\_\_\_\_

Name: Kurt Van Hofwegen

Title: Vice President

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4822-8802-3883.6

**TRADEMARK**  
**REEL: 006248 FRAME: 0430**

15. Controlling Law. It is agreed that this Trademark Assignment shall be interpreted according to the 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).

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Healthdent Technology International, Inc.


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

AGREED TO AND ACCEPTED:

Tulsa Dental Products LLC

By:  \_\_\_\_\_

Name: Kurt Van Hofwegen

Title: Vice President

**TRADEMARK ASSIGNMENT SCHEDULE 1**

**ASSIGNED TRADEMARKS**

1309/301	NANOFLOW	US	Healthdent Technology International Inc.	85/750,655	10/10/2012				Allowed
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