

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM458326

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quality Dental Products, LLC		12/22/2017	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Tulsa Dental Products LLC		
Street Address:	5100 E Skelly Drive		
Internal Address:	#300		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74135		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87426180	ENDOINNOVATION	
Serial Number:	87410383	QDP	
Serial Number:	87426217		
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	7178494204		
Email:	trademarks@dentsply.com		
Correspondent Name:	Douglas J. Hura		
Address Line 1:	221 West Philadelphia Street		
Address Line 4:	York, PENNSYLVANIA 17401		
NAME OF SUBMITTER:	Douglas J. Hura		
SIGNATURE:	/douglas j hura/		
DATE SIGNED:	01/17/2018		
Total Attachments: 6			
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EXHIBIT B-3

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of December 22, 2017, is made by D&S Dental L.L.C., a Florida limited liability company and Quality Dental Products LLC, a Florida limited liability company (hereinafter collectively called the “**Seller**” or “**Assignor**”), 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 December 22, 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:

7. 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.

8. 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.

9. 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.

10. Controlling Law. It is agreed that this Trademark Assignment shall be interpreted according to the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

11. 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.

12. 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.

D&S Dental, L.L.C.

By: Jeff Piersall

Name: Jeff Piersall

Title: Manager

Quality Dental Products LLC

By: Jeff Piersall

Name: Jeff Piersall

Title: Manager

AGREED TO AND ACCEPTED:

Tulsa Dental Products LLC

By: _____

Name: William E. Newell

Title: Senior Vice President

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D&S Dental, L.L.C.

By: _____

Name: _____

Title: _____

Quality Dental Products LLC

By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:


Tulsa Dental Products LLC


By: 

Name: William E. Newell

Title: Senior Vice President

SCHEDULE 1 – TRADEMARKS

TM Record	Mark/Name	Status/Status Date	Full Goods/Services	Owner Information
US Federal Q2 uf 1	<u>ENDOINNOVATION</u>	Allowed - Intent to Use Notice of Allowance Issued November 21, 2017	(Int'l Class: 05) supplies for use in endodontic procedures in the nature of filler materials, gutta percha, sealer, and paper points (Int'l Class: 10) endodontic instruments, namely, rotary files and hand files	Quality Dental Products, LLC (FLORIDA LIMITED LIABILITY COMPANY) 780 Autumn Glen Drive Melbourne, Florida 32940 United States of America
US Federal Q2 uf 2	<u>NAVIGATOR and Design</u> 	Pending - Suspended March 25, 2016	(Int'l Class: 10) endodontic instruments, namely, endodontic files for use in extirpating material from the walls of a root canal during endodontic procedures	D & S Dental, LLC (TENNESSEE LIMITED LIABILITY COMPANY) 3111 Hanover Road Johnson City, Tennessee 37604 United States of America
US Federal Q2 uf 3	<u>QDP</u>	Allowed - Intent to Use Notice of Allowance Issued November 21, 2017	(Int'l Class: 05) supplies for use in endodontic procedures in the nature of filler materials, gutta percha, sealer, and paper points (Int'l Class: 10) endodontic instruments, namely, rotary files and hand files	Quality Dental Products, LLC (FLORIDA LIMITED LIABILITY COMPANY) 780 Autumn Glen Drive Knoxville, Tennessee 32940 United States of America

US Federal Q2 uf 4	<u>QUALITY DENTAL PRODUCTS</u>	Pending - Non-Final Action Mailed July 13, 2017	(Int'l Class: 10) endodontic instruments; dental instruments; supplies for use in endodontic and dental procedures	Quality Dental Products, LLC (FLORIDA LIMITED LIABILITY COMPANY) 780 Autumn Glen Drive Melbourne, Florida 32940 United States of America
US Federal Q2 uf 5	<u>Design Only</u> 	Allowed - Intent to Use Notice of Allowance Issued November 21, 2017	(Int'l Class: 05) supplies for use in endodontic procedures in the nature of filler materials, gutta percha, sealer, and paper points (Int'l Class: 10) endodontic instruments, namely, rotary files and hand files	Quality Dental Products, LLC (FLORIDA LIMITED LIABILITY COMPANY) 780 Autumn Glen Drive Melbourne, Florida 32940 United States of America

Common Law Trademarks:

- The Legacy Series
- Legacy Cyclone Taper
- Legacy MT
- Legacy 7
- Controlled Memory NiTi Technology