TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM664312

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900624781

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kaltenbach & Voigt GmbH		11/21/2019	Gesellschaft Mit Beschränkter Haftung (Gmbh): GERMANY

RECEIVING PARTY DATA

Name:	KaVo Dental GmbH
Street Address:	Bismarckring 39
City:	Biberach/Riss
State/Country:	GERMANY
Postal Code:	88400
Entity Type:	Gesellschaft Mit Beschränkter Haftung (Gmbh): GERMANY

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2737607	DSEPLUS
Registration Number:	1810636	ARCUS
Registration Number:	2635841	EDUNET
Registration Number:	3073078	EXTRAMATIC
Registration Number:	2842683	GENTLEPOWER
Registration Number:	1208053	INTRA
Registration Number:	1210373	INTRAMATIC
Registration Number:	2769026	KAVO SMARTAIR
Registration Number:	3175782	K-POWERGRIP
Registration Number:	2176020	MASTERSPACE
Registration Number:	1188322	MULTIFLEX
Registration Number:	2822710	PROPHYPEARLS
Registration Number:	3070423	PROPHYWIZ
Registration Number:	2535222	QUATTRO CARE
Registration Number:	2642066	RONDOFLEX
Registration Number:	2570645	SENSIT
Registration Number:	2852478	SONICFLEX
Registration Number:	5663933	S11
		TRADEMARK

900633624 REEL: 007370 FRAME: 0510

CORRESPONDENCE DATA

Fax Number: 3034732720

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.

Phone: 303.473.2710

Email: docket@hollandhart.com, gigrigoryan@hollandhart.com

Correspondent Name: Scott S. Havlick Address Line 1: P.O. Box 8749

Address Line 2: Attention: Trademark Docketing
Address Line 4: Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER: 94037.0001

DOMESTIC REPRESENTATIVE

Name: Scott S. Havlick
Address Line 1: P.O. Box 8749

Address Line 2: Attention: Trademark Docketing
Address Line 4: Denver, COLORADO 80201

NAME OF SUBMITTER:	Scott S. Havlick
SIGNATURE:	/Scott Havlick/
DATE SIGNED:	08/02/2021

Total Attachments: 6

source=Trademark Assignment Declaration - Notarized and Apostilled - US 2#page1.tif source=Trademark Assignment Declaration - Notarized and Apostilled - US 2#page2.tif source=Trademark Assignment Declaration - Notarized and Apostilled - US 2#page3.tif source=Trademark Assignment Declaration - Notarized and Apostilled - US 2#page4.tif source=Trademark Assignment Declaration - Notarized and Apostilled - US 2#page5.tif source=Trademark Assignment Declaration - Notarized and Apostilled - US 2#page6.tif

TRADEMARK ASSIGNMENT DECLARATION

between

Kaltenbach & Voigt GmbH

and

KaVo Dental GmbH

21 November 2019

This Trademark Assignment Declaration ("Declaration") is entered into on 21 November 2019, by and between

Kaltenbach & Voigt GmbH ("Assignor"), incorporated under the laws of Germany, with its registered office in Biberach an der RiB, registered with the commercial register of the Local Court of Ulm under HRB 641815

and

KaVo Dental GmbH ("**Assignee**"), incorporated under the laws of Germany, with its registered office in Biberach an der RiB, registered with the commercial register of the Local Court of Ulm under HRB 641816.

Assignor and Assignee are hereinafter referred together as the "Parties".

1. DEFINITIONS

"Assignment Agreement" means the "Spin-off and Acquisition Agreement" signed by the

parties which became effective upon its registration in the

commercial register on 9 July 2019.

"Assigned Trademarks" means all trademark registrations and applications registered or

filed by the Assignor listed in Schedule 1 regardless of the address

in trademark registers.

2. ASSIGNOR'S REPRESENTATIONS, WARRANTS AND CONFIRMATIONS

Assignor hereby represents and warrants

- a) that it owned all rights, title and interest in the Assigned Trademarks,
- that it had the legal right and authority to execute the Assignment Agreement, and to validly assign the entire interest in the Assigned Trademarks to Assignee, and
- that it had not executed any other agreement that would conflict with the terms of the Assignment Agreement,

at the time when the Assignment Agreement was signed by Assignor and Assignee.

Assignor hereby confirms

- a) that Assignor has assigned to Assignee the full and exclusive rights, including all rights of priority, titles and interests in, belonging to and arising from the Assigned Trademarks, for all countries, together with the goodwill attaching to the said trademarks.
- b) to agree to the recordal of the transfer of rights to Assignee in all registers, and
- to agree executing any further declarations and documents, and to take any further actions, necessary to support Assignee to record the transfer of Assigned Trademarks and to utilize Assigned Trademarks by other means.

If the trademarks assignment requires execution of additional bilateral or unilateral documents under the relevant applicable national law in any of the effective states, the

Parties shall execute such documents as addendum to the Declaration in a time-efficient manner.

IN WITNESS WHEREOF, this Declaration has been duly signed and executed by the Parties in two (2) original copies, one (1) for each Party.

Kaltenbach & Voigt GmbH

signature:

title: Massagus, Sic

date: <u>Nov. 26, 7945</u>

KaVo Dental GmbH

signature:

title: <u>Acaaqiay Dozabo</u>r

date: 1/01/2G, 2019

Notarielle Beglaubigung

Vorstehende, vor mir vollzogene Unterschriften von

- 1. Herrn Holger Jens Christian Jakob, geboren am 19.04.1972, geschäftsansässig Bismarckring 39 in 88400 Biberach an der Riß, persönlich bekannt,
- 2. Herrn Oliver Krett, geboren am 05.03.1973, geschäftsansässig Bismarckring 39 in 88400 Biberach, ausgewiesen durch Personalausweis,

beglaubige ich hiermit öffentlich.

Biberach an der Riß, den 26.11.2019.

Wolfgang Fritzenschaft

Notar



(Convention de La Haye du Socrobre 1961)

1. Land: Bundesrepublik Deutschland

Diese öffentliche Urkunde

iehen mit deen Zegel/Stempoel dez Lang Fisht kan Sylv 277 Con Soblia de

Bestätigt

S. In Ravensburg

7. durch den Präsidersten des Jandgrachts 8. umer Nr. 910a - Regulation

9. Slegel/Stempel

10. Whiterachijie

TRADEMARK **REEL: 007370 FRAME: 0515**

6 am 20:12.2019

SCHEDULE 1

Trademark

Country	Trademark	Reg. Number	Reg. Date	Appl. No	Appl. Date	Status	Inter. Classes
United States of America	DSEPLUS	2737607	7/15/2003	76137962	9/29/2000	Registered	10
United States of America	ARCUS	1810636	12/14/1993	74335035	11/27/1992	Registered	10
United States of America	DIAGNODENT	2299572	12/14/1999	75489165	5/21/1998	Registered	10
United States of America	EDUNET	2635841	10/15/2002	75680706	4/12/1999	Registered	9
United States of America	EXTRAMATIC	3073078	3/28/2006	78528604	12/7/2004	Registered	10
United States of America	GENTLEpower	2842683	5/18/2004	76520930	5/15/2003	Registered	10
United States of America	INTRA	1208053	9/14/1982	278561	9/22/1980	Registered	10
United States of America	Intramatic	1210373	9/28/1982	279794	9/29/1980	Registered	10
United States of America	KAVO SMARTAIR	2769026	9/30/2003	76453063	9/26/2002	Registered	10
United States of America	k-POWERGRIP	3175782	11/28/2006	76528792	7/9/2003	Registered	10
United States of America	Masterspace	2176020	7/28/1998	75122067	6/19/1996	Registered	10
United States of America	Multiflex	1188322	2/2/1982	73278562	9/22/1980	Registered	10
United States of America	PROPHYpearls	2822710	3/16/2004	76502681	4/1/2003	Registered	3
United States of America	PROPHYWIZ	3070423	3/21/2006	78489852	9/27/2004	Registered	10

United States of America	Quattro Care	2535222	2/5/2002	75607114	12/17/1998	Registered	10
United States of America	RONDOflex	2642066	10/29/2002	76249108	5/1/2001	Registered	3, 10
United States of America	SENsit	2570645	5/21/2002	75796833	9/10/1999	Registered	10, 20
United States of America	SONICflex	2852478	6/15/2004	76387687	3/27/2002	Registered	10
United States of America	S11	5663933	1/29/2019	87006149	4/19/2016	Registered	10

RECORDED: 06/21/2021