

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northern Virginia Oral and Maxillofacial Surgery Associates		06/16/2008	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	GoSMILE, Inc.		
Street Address:	110 East 42nd Street, Suite 1100		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77103938	GO ON... SMILE!	
CORRESPONDENCE DATA			
Fax Number:	(312)984-3150		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3129843100		
Email:	trademarks@bfkn.com		
Correspondent Name:	Thomas M. Gniot		
Address Line 1:	200 West Madison Street, Suite 3900		
Address Line 4:	CHICAGO, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	GSLE-134		
NAME OF SUBMITTER:	Thomas M. Gniot		
Signature:	/Thomas M. Gniot/		
Date:	06/17/2008		

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Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (“*Assignment*”), dated as of June 16, 2008, is made by Northern Virginia Oral and Maxillofacial Surgery Associates, a Virginia corporation with offices located at 7611 Little River Turnpike, Annendale, Virginia 22003 (“*Assignor*”).

WHEREAS, Assignor claims the entire right, title and interest, whether statutory or common law rights, in and to the following trademark application (the “*Assigned Trademark*”) therefor:

TRADEMARK	SER. NO.	CLASS / GOODS & SERVICES	STATUS
GO ON . . . SMILE!	77/103,938	IC 44: Oral and maxillofacial consulting and surgery services	Published August 7, 2007 Opposed February 1, 2008

WHEREAS, GoSMILE, Inc., a Delaware Corporation with offices located at 110 East 42nd Street, Suite 1100, New York, NY 10017 (“*Assignee*”), has filed an opposition to the registration of the Assigned Trademark because Assignee believes the Assigned Trademark is confusingly similar to the “GO-” based trademarks owned by Assignee;

WHEREAS, Assignor and Assignee each desire to avoid the expense and inconvenience of an opposition proceeding and/or litigation concerning their respective trademark rights, and have therefore entered into a Settlement Agreement and related License Agreement between Assignor and Assignee, of even date herewith, to resolve the matter; and

WHEREAS, as a condition of, and as consideration for, the parties’ mutual promises and obligations set forth in the Settlement Agreement to which this Assignment is attached, and the License Agreement, Assignor desires to assign and Assignee desires to acquire, Assignor’s entire worldwide right, title and interest in, to and under the Assigned Trademark.

NOW, THEREFORE, for and in consideration of the parties’ promises and obligations under the Settlement Agreement and the License Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby assign, transfer and convey to Assignee, its entire worldwide right, title and interest, whether statutory or common law rights, in, to and under the Assigned Trademark, together with the goodwill connected with and symbolized by the Assigned Trademark, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term or terms for which the registration for the Assigned Trademark are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as Assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity)

and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2. Assignor agrees to execute any additional documents and to take such other actions as may be necessary to transfer to Assignee its entire right, title and interest in, to and under the Assigned Trademark.
3. The Assignor represents and warrants that the Assigned Trademark is not subject to any licenses, options to acquire licenses, and other rights in, to and under the Assigned Trademark previously granted to any third person.
4. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States to record Assignee as the assignee and owner of the Assigned Trademarks.
5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York and without regard to the conflicts of law principles thereof.
6. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Settlement Agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed in duplicate originals by its duly authorized representative as of the day and year first above written.

Northern Virginia Oral and Maxillofacial Surgery Associates

By: 

Name: J. DANIEL LABRIOLA, DDS

Title: President