

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446982

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Carestream Health, Inc.		10/12/2017	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Septodont Holdings SAS		
Street Address:	58 rue de Pont de Creteil		
Internal Address:	94107 Saint-Maur-des Fosses		
City:	Cedex		
State/Country:	FRANCE		
Entity Type:	Corporation: FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2999060	ZORCAINE	
CORRESPONDENCE DATA			
Fax Number:	5854198813		
<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:	585.419.8636		
Email:	trademarks@harrisbeach.com		
Correspondent Name:	Neal L. Slifkin, Esq.		
Address Line 1:	Harris Beach PLLC, 99 Garnsey Road		
Address Line 4:	Pittsford, NEW YORK 14534		
ATTORNEY DOCKET NUMBER:	180534		
DOMESTIC REPRESENTATIVE			
Name:	Harris Beach PLLC		
Address Line 1:	99 Garnsey Road		
Address Line 4:	Pittsford, NEW YORK 14534		
NAME OF SUBMITTER:	Melanie L. Lavacca		
SIGNATURE:	/Melanie L. Lavacca/		
DATE SIGNED:	10/12/2017		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment") is made as of October 12, 2017 by CARESTREAM HEALTH, INC., a corporation incorporated under the laws of the State of New York ("Seller"), in favor SEPTODONT HOLDING SAS, a corporation incorporated under the laws of France ("Purchaser").

RECITALS:

WHEREAS, Purchaser and Seller are parties to a certain Asset Purchase Agreement dated August 31, 2017 ("Purchase Agreement") whereby Seller has agreed to sell, convey, transfer, and assign to Purchaser, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Assignment for recording with the United States Patent and Trademark Office and/or with other relevant Governmental Authorities and registrars;

NOW THEREFORE, for and in consideration of Purchaser's agreements, covenants, and obligations set forth in the Purchase Agreement and the other Transaction Documents and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees as follows:

1. Assignment

Seller hereby irrevocably conveys, transfers, and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title, and interest in and to the following ("Assigned Trademarks"), together with the goodwill of Seller connected with the use of and symbolized by the Assigned Trademarks:

- (a) the trademark the trademark registrations and trademark applications set forth on Schedule I hereto, and all issuances, extensions, and renewals thereof;
- (b) all rights of any kind whatsoever of Seller 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, 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.

2. Recordation and Further Actions

Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any other applicable

jurisdictions to record and register this Trademark Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Purchaser or any successor or assign of Purchaser.

3. Terms of the Asset 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 and the other items assigned, conveyed, and transferred by this Assignment are incorporated herein by reference, and the sale, assignment, grant, conveyance, and transfer by Seller and the acceptance and assumption by Purchaser in Section 2 of this Agreement are subject to the same. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall control. Without limiting the generality of the foregoing, nothing in this Assignment is intended to limit the scope or generality of the Intellectual Property sold, assigned, conveyed, and transferred by Seller to Purchaser pursuant to the Purchase Agreement. Any capitalized term used but not defined herein shall have the definition given it by the Purchase Agreement.

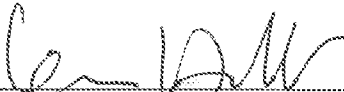
4. Miscellaneous Provisions Incorporated by Reference

The provisions of Article 10 of the Purchase Agreement shall, as relevant, apply to this Assignment and are incorporated herein by reference; provided, however, that, for this purpose, all references therein to the "Agreement" or any "Transaction Document" shall be deemed a reference to this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has caused this this Trademark Assignment to be executed and delivered by its duly authorized representative as of the date first written above.

CARESTREAM HEALTH, INC.

By: 
Name: Kevin Hobert
Title: CEO

SEPTODONT HOLDING SAS

By: _____
Name: Olivier Schiller
Title: CEO

IN WITNESS WHEREOF, Seller has caused this this Trademark Assignment to be executed and delivered by its duly authorized representative as of the date first written above.

CARESTREAM HEALTH, INC.

By: _____
Name: Kevin Hobert
Title: CEO

AGREED TO AND ACCEPTED:

SEPTODONT HOLDING SAS

By:  _____
Name: Olivier Schiller
Title: CEO

SCHEDULE 1
To Trademark Assignment Agreement

Trademarks

Country	Mark	Reg. No.	Goods	Owner
United States	ZORCAINE	2999060	Anesthetics for non-surgical use, namely, dental anesthetics	Carestream Health, Inc.
Canada	ZORCAINE	TMA650631	Anesthetics for non-surgical use	Carestream Health, Inc.
Canada	COOK-WAITE	TMA251547	Restorative dental material; chemical disinfecting, cleaning and sterilizing solutions for dental use, dental pharmaceuticals and dental instruments	Carestream Health, Inc.
Australia	COOK-WAITE (and Design)	A765748		Carestream Health, Inc.
Columbia	COOK-WAITE	232034		Carestream Health, Inc.
Denmark	COOK-WAITE (and Design)	VR 1984-02631		Carestream Health, Inc.
Ecuador	COOK-WAITE	820/00		Carestream Health, Inc.
Ecuador	COOK-WAITE	819/00		Carestream Health, Inc.
Jamaica	COOK-WAITE	B28863		Carestream Health, Inc.
Jamaica	COOK-WAITE	B30642		Carestream Health, Inc.
Panama	COOK-WAITE	70825		Carestream Health, Inc.