

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430269

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Eagle Instruments, Inc.		05/04/2017	Corporation: MONTANA
RECEIVING PARTY DATA			
Name:	American Eagle Instruments, LLC		
Street Address:	6575 Butler Creek Road		
City:	Missoula		
State/Country:	MONTANA		
Postal Code:	59808		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4559849	AMERICAN EAGLE INSTRUMENTS	
Registration Number:	4746794	AMERICAN EAGLE INSTRUMENTS	
Registration Number:	4559847	BETTER DENTISTRY BY DESIGN	
Registration Number:	4563384	DOUBLE GRACEY	
Registration Number:	1960359	EAGLELITE	
Registration Number:	4551451	INFINITIP	
Serial Number:	87271819	PRO THIN	
Registration Number:	4551827	QUIK-TIP	
Registration Number:	4560389	SCALING IS BELIEVING	
Registration Number:	4551450	XP	
Registration Number:	4928635	XTREME PERFORMANCE	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312.372.2000		
Email:	ipdocketmwe@mwe.com, umattsson@mwe.com, cvicino@mwe.com		
Correspondent Name:	Carolyn M. Vicino		
Address Line 1:	McDermott Will & Emery LLP		

CH \$290.00 4559849

Address Line 2: 444 West Lake Street, Suite 4000
Address Line 4: Chicago, ILLINOIS 60606-0029

NAME OF SUBMITTER: Carolyn M. Vicino

SIGNATURE: /Carolyn M. Vicino/

DATE SIGNED: 06/07/2017

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment") is effective as of May 4, 2017.

WHEREAS, American Eagle Instruments, Inc., a Montana corporation (the "Assignor"), is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Trademarks");

WHEREAS, the Assignor has agreed to transfer all of its right, title and interest in and to the Trademarks to American Eagle Instruments, LLC, a Delaware limited liability company (the "Assignee"), located at 6575 Butler Creek Road, Missoula, Montana 59808, and the Purchaser has agreed to accept such assignment, on the terms and conditions more particularly set forth in that certain Equity Purchase Agreement (the "Purchase Agreement"); dated May 3, 2017, by and among the Assignor and the Assignee;

WHEREAS, in connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Trademarks relate, and that business is ongoing; and

WHEREAS, the parties wish to herein memorialize said assignment, transfer and sale of each of the Assignor's right, title and interest in and to the Trademarks to the Assignee.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor hereby conveys, assigns, sells and transfers to Purchaser, its successors and permitted assigns, the Assignor's entire right, title and interest in and to the Trademarks, and all of the goodwill of the business associated with the Trademarks, together with that portion of the business to which the Trademarks pertain, and all registrations and pending applications for the Trademarks, any renewals of the registrations, in all countries throughout the world, to be held and enjoyed by the Assignor for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life and/or term of the Trademarks, as applicable, to be used as fully and entirely as such rights would have been held and enjoyed by such Assignor had this Assignment not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the rights to receive and retain the proceeds relating to those infringements.

2. The Assignor agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) reasonably requested by Purchaser and to do such other acts as may be reasonably necessary or requested by the Purchaser to vest full title in and to the Trademarks in the Purchaser or which may be necessary to obtain, renew, issue or enforce the Trademarks. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Assignor and the Purchaser.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.

4. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Assignor and the Purchaser. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

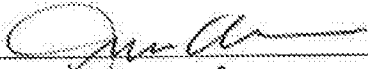
5. No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.


ASSIGNOR:

American Eagle Instruments, Inc.

By: 
Name: Julia A Carter
Title: Vice President

ASSIGNEE:

American Eagle Instruments, LLC

By: 
Name: ANDREW JONES
Title: VICE PRESIDENT

SCHEDULE A

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Owner
AMERICAN EAGLE INSTRUMENTS	86115642 (November 11, 2013)	4559849 (July 1, 2014)	American Eagle Instruments, Inc. (Montana Corp.) Missoula, Montana
AMERICAN EAGLE INSTRUMENTS	86376282 (August 25, 2014)	4746794 (June 2, 2015)	American Eagle Instruments, Inc. (Montana Corp.) Missoula, Montana
BETTER DENTISTRY BY DESIGN	86115624 (November 11, 2013)	4559847 (July 1, 2014)	American Eagle Instruments, Inc. (Montana Corp.) Missoula, Montana
DOUBLE GRACEY	86116777 (November 12, 2013)	4563384 (July 8, 2014)	American Eagle Instruments, Inc. (Montana Corp.) Missoula, Montana
EAGLELITE	74665761 (April 7, 1995)	1960359 (March 5, 1996)	American Eagle Instruments, Inc. (Montana Corp.) Missoula, Montana
INFINITIP	86108378 (November 1, 2013)	4551451 (June 17, 2014)	American Eagle Instruments, Inc. (Montana Corp.) Missoula, Montana
PRO THIN	87271819 (December 16, 2016)		American Eagle Instruments, Inc. (Montana Corp.) Missoula, Montana
QUIK-TIP	86115604 (November 11, 2013)	4551827 (June 17, 2014)	American Eagle Instruments, Inc. (Montana Corp.) Missoula, Montana
SCALING IS BELIEVING	86132797 (December 2, 2013)	4560389 (July 1, 2014)	American Eagle Instruments, Inc. (Montana Corp.) Missoula, Montana
XP	86108368 (November 1, 2013)	4551450 (June 17, 2014)	American Eagle Instruments, Inc. (Montana Corp.) Missoula, Montana
XTREME PERFORMANCE (Stylized) <small>XTREME PERFORMANCE</small>	86476530 (December 10, 2014)	4928635 (March 29, 2016)	American Eagle Instruments, Inc. (Montana Corp.) Missoula, Montana

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