

03-27-2003



102401626

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

3-12-03

Brian L. Wilk, DMD

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: April 15, 2002

2. Name and address of receiving party(ies)

Name: Colgate-Palmolive Company

Internal Address: _____
Address: _____ 127

Street Address: 300 Park Avenue

City: NY State: NY Zip: 10022

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,693,723

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Bret I. Parker

Internal Address: _____

Colgate-Palmolive Company

Street Address: 300 Park Avenue

City: NY State: NY Zip: 10022

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-2460

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bret I. Parker

Name of Person Signing

Bret Parker

Signature

3/11/03

Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/27/2003 6TOM11 00000031 032460 2693723

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TRADEMARK
REEL: 002700 FRAME: 0152

LICENSE AND ASSIGNMENT AGREEMENT

This Agreement (the "**Agreement**") dated April 15, 2002 (the "**Effective Date**") is by and between Colgate-Palmolive Company ("**Colgate**"), a Delaware corporation with offices at 300 Park Avenue, New York, New York 10022, and Brian L. Wilk, D.M.D., a United States citizen domiciled at 1433 Catlin Way, Dresher, Pennsylvania 19025 ("**Dr. Wilk**").

WHEREAS, Dr. Wilk has common law rights to the mark SIMPLY WHITE (the "**Mark**") and has applied to register the Mark with the U.S. Patent and Trademark Office under Serial No. 75/624,163;

WHEREAS, Colgate wishes to use the Mark and have the option to purchase the Mark; and

WHEREAS, Dr. Wilk is willing to license and sell the Mark to Colgate under the terms and conditions set forth in this Agreement.

In consideration for the foregoing, the covenants hereinafter set forth, the mutual obligations described below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dr. Wilk and Colgate hereby agree as follows.

1. Assignment.

(a) Dr. Wilk hereby assigns to Colgate all of his common law rights to the Mark.

2. License.

(a) Dr. Wilk hereby grants to Colgate an exclusive, perpetual license to use the Mark on and in connection with the development, manufacturing, marketing, promotion, offering and sale of any products anywhere in the world to the full extent of Dr. Wilk's rights in the Mark.

(c) During the term of this Agreement, Dr. Wilk will not license or assign the Mark to any third party.

(d) Dr. Wilk hereby agrees that he will not at any time use a mark similar to, including, but not limited to, marks that are confusingly similar to the Mark on any goods or services.

(e) Colgate may freely sub-license and/or assign the rights granted in this Agreement.

4. Option to Purchase Mark.

(a) Dr. Wilk hereby grants to Colgate an exclusive option to purchase the application Serial No. 75/624,163, or any registration that results from this application, at whatever time it wishes for one U.S. dollar (\$1.00).

ACCEPTED AND AGREED WITH THE INTENTION OF BEING LEGALLY BOUND:

Date: April 15, 2002



Brian L. Wilk, D.M.D.

COLGATE-PALMOLIVE COMPANY

Date: April 15, 2002

By:  _____

Name:

Title:

SCOTT E. THOMPSON
VICE PRESIDENT &
ASSOCIATE GENERAL COUNSEL
TRADEMARK