


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow$	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Obtura Corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Missouri</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Young OS LLC</u> Internal _____ Address: _____ Street Address: <u>13705 Shoreline Court East</u> City: <u>Earth City</u> State: <u>MO</u> Zip: <u>63045</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Delaware Limited Liability Company</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>12/1/03</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>78/305,238</u> _____ _____ B. Trademark Registration No.(s) <u>2,539,695</u> <u>2,423,768 & 2,547,637</u> _____ _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Linda A. O. Lamberson, Esq.</u> Internal Address: <u>McDermott, Will & Emery</u> _____ _____ Street Address: <u>227 West Monroe Street</u> <u>Suite 4400</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606</u>	6. Total number of applications and registrations involved: 4 7. Total fee (37 CFR 3.41).....\$ <u>115.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>13-0206</u>	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Linda A. O. Lamberson</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>12/15/03</u> Date </div> </div> <div style="text-align: center; margin-top: 10px;"> Total number of pages including cover sheet, attachments, and document: 6 </div>		

CH \$115.00 130206 78305238

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

EXECUTION VERSION

TRADEMARK ASSIGNMENT

WHEREAS, Obtura Corporation (the "Seller"), a Missouri corporation, has adopted and used and is the sole and exclusive owner of certain trademarks including, but not limited to, the trademarks, service marks and trade names and applications and registrations therefore listed in the attached Schedule A, and of all of the goodwill of the business appurtenant thereto ("Trademarks");

WHEREAS, Young OS LLC (the "Buyer"), a Delaware limited liability company is acquiring the Trademarks, together with all of the goodwill of the business associated with the Trademarks, from Seller pursuant to the terms set forth in that certain Agreement for Purchase and Sale of Assets dated December 1, 2003 (the "Agreement"), to which Seller and Buyer are parties; and

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, be it known that for and in consideration of the amounts set forth in the Agreement, and other valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Seller has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the Buyer, the entire right, title and interest in and to the Trademarks, and in and to all of the goodwill of the business appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

AND, the Seller hereby requests the United States Commissioner of Patents and Trademarks (the "Commissioner"), as well as his or her foreign counterparts in the foreign jurisdictions which exercise authority over any of the Trademarks to record this Trademark Assignment. The Seller hereby further requests the Commissioner and his or her foreign counterparts to issue any and all registrations resulting from applications among the Trademarks or derived therefrom to the Buyer as assignee of the entire interest.

AND, the Seller, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the request of the Buyer, the Seller will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Buyer in order to assign, transfer, set over and convey unto, and vest in, the Buyer, its respective successors and assigns, any or all of the Trademarks, and to put the Buyer in actual possession and operating control thereof, free and clear of all liens, to assist the Buyer in exercising all rights with respect thereto and to assure the Buyer of the full benefits thereof.

This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Seller and the Buyer. This Trademark Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

IN TESTIMONY WHEREOF, the Seller has caused this Assignment to be executed by its duly authorized representative on December 1st, 2003.

Seller: OBTURA CORPORATION

By: *Richard J. Mahan*
Name: RICHARD J. MAHAN
Title: PRESIDENT

Buyer: YOUNG OS LLC

By: _____
Sean O'Connor
Vice President

ATTEST:
[Signature]

CERTIFICATE OF ACKNOWLEDGEMENT

I, Sharon K. Robertson, a Notary Public in and for St. Charles County, MO do hereby certify that Richard J. Mahan, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation, OBTURA CORPORATION, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 1st day of December, 2003.

Sharon K. Robertson
Notary Public

Commission Expires: _____



SHARON K. ROBERTSON
St. Charles County
My Commission Expires
June 25, 2007

TRADEMARK
REEL: 002763 FRAME: 0858

IN TESTIMONY WHEREOF, the Seller has caused this Assignment to be executed by its duly authorized representative on December 1st, 2003.

Seller: OBTURA CORPORATION

By: _____
Name:
Title:

Buyer: YOUNG OS LLC

By: *Sean O'Connor*
Sean O'Connor
Vice President

ATTEST:

CERTIFICATE OF ACKNOWLEDGEMENT

I, _____, a Notary Public in and for _____ do hereby certify that _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free act and deed on behalf of the identified corporation, OBTURA CORPORATION, with authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this _____ day of _____, 2003.

Notary Public

Commission Expires: _____

**SCHEDULE A
OBTURA CORPORATION
TRADEMARK ASSIGNMENT**

U.S. TRADEMARKS				
TRADEMARK	APPLICATION NUMBER	FILING DATE	REGISTRATION NUMBER	REGISTRATION DATE
OBTURA	76/099693	7/31/00	2,539,695	2/19/02
ENHANCING ENDODONTIC SUCCESS	75/502072	6/15/98	2,423,768	1/23/01
OBTURA SPARTAN (& Design)	75/502071	6/15/98	2,547,637	3/12/02
ENDOGEAR	78/305238	10/08/03	Pending	Pending

FOREIGN TRADEMARKS				
COUNTRY	TRADEMARK	APPLICATION REGISTRATION NUMBER	DATE FILED/REGISTERED	INTERNATIONAL CLASS
Australia	OBTURA	Reg. No. B400702	Filed: 12/02/83	Registered: Class 5
Australia	OBTURA	Reg. No. B401950	Filed: 1/04/84	Registered: Class 10
Canada	OBTURA (& Design)	Application No.: CA053297500 Registration No. #TMA0330908	Filed: 12/13/84 Reg'd: 8/14/87	Registered: Classes 10, 17
Canada	OBTURA	Application No.: CA055247100 Registration No. #TMA0339992	Filed: 11/20/85 Reg'd: 5/06/88	Registered: Class 17
U.K.	OBTURA	Reg. No. 1208507	Filed: 12/06/83	Registered: Class 10
U.K.	OBTURA	Reg. No. 1209785	Filed: 12/23/83	Registered: Class 5
France	OBTURA	1253609		
France	OBTURA	1258091		
Germany	OBTURA	1065810		
Italy	OBTURA	35950C/83		
Taiwan	OBTURA	110379		
Venezuela	OBTURA	10291/83		