

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oraceutical LLC		07/01/2003	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	BriteSmile Development Inc.
Street Address:	490 North Wiget Lane
City:	Walnut Creek
State/Country:	CALIFORNIA
Postal Code:	94598
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	78192406	TRANSENAMEL
Serial Number:	75302310	ENAMELWHITE
Registration Number:	2759140	KEEPS WHITE TEETH WHITE

CORRESPONDENCE DATA	
Fax Number:	(312)706-9000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-701-8825
Email:	lasmith@mayerbrownrowe.com
Correspondent Name:	Margaret A. O'Connor
Address Line 1:	P.O. Box 2828
Address Line 2:	Mayer, Brown, Rowe & Maw LLP
Address Line 4:	Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	07688/03178994
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NAME OF SUBMITTER:	Margaret A. O'Connor
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Total Attachments: 2

OP \$90.00 78192406

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Oraceutical LLC, a Delaware limited liability company, having its principal place of business at 815 Pleasant Street, Lee, Massachusetts 01238 ("Assignor"), is the owner of the trademarks shown on the attached Schedule A (hereinafter "the Trademarks"); and

WHEREAS, BriteSmile Development Inc., a Delaware corporation, having its principal place of business at 490 North Wiget Lane, Walnut Creek, CA 94598 ("Assignee"), is desirous of acquiring the Trademarks together with the goodwill symbolized by the Trademarks.

WHEREAS, pursuant to the July 1, 2003 Asset Purchase Agreement between Assignor and Assignee, and the exhibits attached thereto, Assignor assigned all right, title and interest in the Trademarks, along with the related portion of Assignor's business and other intellectual property, to Assignee.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, all right, title and interest in and to the Trademarks, together with the goodwill symbolized by said Trademarks, and the right to sue and recover for, and the right to profits or damages, due or accrued, arising out of or in connection with any and all past, present or future infringements or dilution of or damage to such Trademarks or the associated goodwill.

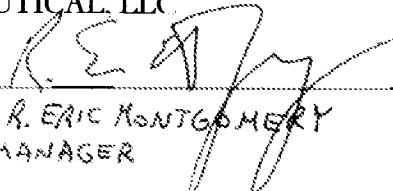
THIS ASSIGNMENT OF TRADEMARKS shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns, effective as of July 1, 2003.

ORACEUTICAL, LLC

By: _____

Name:

Title:

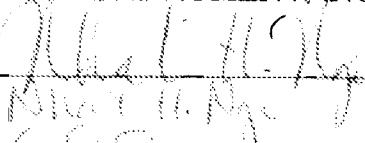

R. ERIC MONTGOMERY
MANAGER

BRITESMILE DEVELOPMENT, INC.

By: _____

Name:

Title:


Brent H. Nye
CEO

SCHEDULE A

TRANSENAMEL

Serial No. 78/192,406

ENAMELWHITE

Serial No. 75/302,310

KEEPS WHITE TEETH WHITE

Registration No. 2,759,140