

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ranir/DCP Corporation		04/06/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Ranir, LLC
Street Address:	4701 East Paris S.E.
City:	Grand Rapids
State/Country:	MICHIGAN
Postal Code:	49512
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 52

Property Type	Number	Word Mark
Registration Number:	2698358	ALL-PRO
Registration Number:	1122734	AQUA-SOL
Registration Number:	1989232	CHUNKY
Registration Number:	2263263	CLARIDENT
Registration Number:	2670211	CUDDLE BEAR
Registration Number:	2815657	EASEBETWEEN
Registration Number:	2886169	EASY AS 1, 2, ZZZ...
Registration Number:	1692761	FLOSSUPS
Registration Number:	2678981	GALACTIC GRIP
Registration Number:	2733070	GUSH BRUSH
Registration Number:	2163488	HI-TECH
Registration Number:	2599073	HORIZON
Registration Number:	2248316	MICROTEX
Registration Number:	2604653	PLAK-RX

CH \$1315.00 2698358

Registration Number:	2912453	POCKET SUDS
Registration Number:	2319259	PREMIER TRAVEL TOOTHBRUSH
Registration Number:	2541627	PROCLARIDENT
Registration Number:	2656194	RANIR
Registration Number:	2754245	REPLACE-ME
Registration Number:	2811564	SMARTGRIP
Registration Number:	2765481	SURF
Registration Number:	2725684	TOOTHGOO
Registration Number:	2855407	WHITENING GEL NIGHT
Serial Number:	76628077	ANGLE EDGE +
Serial Number:	76613240	AURORA
Serial Number:	76594501	CLEARANGLE
Serial Number:	76537365	DIAMOND BRITE
Serial Number:	76509771	DIAMOND BRITE
Serial Number:	76599365	EASY CLEAN
Serial Number:	76396626	FADE
Serial Number:	76586603	FLAVOR ACTION
Serial Number:	76628078	GEM GRIP
Serial Number:	76594502	KIDS WILDLIFE FLOSSUPS
Serial Number:	76597181	ORATRENDS
Serial Number:	76603655	PREMIER
Serial Number:	76629450	REVITALIZE WHITENING WRAPS
Serial Number:	76597182	SMILE SENSE
Serial Number:	76559714	SOAP ON THE GO!
Serial Number:	76576232	SOFT & SMOOTH
Serial Number:	76583297	SOFT WHITE
Serial Number:	76613241	SOFT WHITE
Serial Number:	76608875	SUPER SLIP
Serial Number:	76607276	WHITENING ACTION STRIPS
Serial Number:	76601890	WHITENING DENTAL STRIPS
Serial Number:	76589755	WHITENING WRAPS ADVANCED
Serial Number:	76555264	XTREME MASSAGE
Serial Number:	76583298	XTREME WHITE
Registration Number:	2873728	WHITENING GEL
Registration Number:	2911853	WHITENINGFILM

Registration Number:	2701356	XTREME
Registration Number:	2852184	WHITENING WRAPAROUNDS
Registration Number:	2852185	WHITENING WRAPS

CORRESPONDENCE DATA

Fax Number: (312)577-4752
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: penelope.johnson@kmzr.com
 Correspondent Name: Penelope S. Johnson
 Address Line 1: 525 W. Monroe Street
 Address Line 2: Katten Muchin Zavis Rosenman
 Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	04/07/2005

Total Attachments: 8
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of April 6, 2005 ("Effective Date") by and between **Ranir/DCP Corporation**, a Delaware corporation ("Assignor"), and **Ranir, LLC**, a Delaware limited liability company, with its principal place of business at 4701 East Paris S.E., Grand Rapids, Michigan 49512 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated April 6, 2005 (the "Agreement");

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto, the foreign applications for trademark registration set forth on Schedule D attached hereto, and the expired trademarks set forth on Schedule E attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignee is a successor to Assignor's business, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks, excluding the Marks set forth on Schedule E (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances ; (ii) it has the full

right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

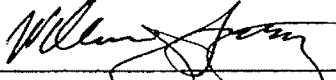
Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

RANIR/DCP CORPORATION

RANIR, LLC



Name: William J. Hertz

Name: _____

Title: Vice President

Title: _____

right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

RANIR/DCP CORPORATION

RANIR, LLC

Name: _____



Name: *Christine A. Henner*

Title: _____

Title: *President & CEO*

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Registration Number	Registration Date
ALL-PRO	2,698,358	3/18/03
AQUA-SOL	1,122,734	7/24/79
CHUNKY	1,989,232	7/23/96
CLARIDENT	2,263,263	7/20/99
CUDDLE BEAR	2,670,211	12/31/02
EASEBETWEEN	2,815,657	2/17/04
EASY AS 1, 2, ZZZ...	2,886,169	9/21/04
FLOSSUPS	1,692,761	6/9/92
GALACTIC GRIP	2,678,981	1/21/03
GUSH BRUSH	2,733,070	7/1/03
HI-TECH	2,163,488	6/9/98
HORIZON	2,599,073	7/23/02
MICROTEX	2,248,316	5/25/99
PLAK-RX	2,604,653	8/6/02
POCKET SUDS	2,912,453	12/21/04
PREMIER TRAVEL TOOTHBRUSH 	2,319,259	2/15/00
PROCLARIDENT	2,541,627	2/19/02
RANIR 	2,656,194	12/3/02
REPLACE-ME	2,754,245	8/19/03
SMARTGRIP	2,811,564	2/3/04
SURF	2,765,481	9/16/03
TOOTHGOO	2,725,684	6/10/03
WHITENING GEL NIGHT	2,855,407	6/15/04

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date
ANGLE EDGE +	76/628,077	1/18/05
AURORA	76/613,240	9/22/04
CLEARANGLE	76/594,501	5/27/04
DIAMOND BRITE	76/537,365	8/14/03
DIAMOND BRITE	76/509,771	4/28/03
EASY CLEAN	76/599,365	6/24/04
FADE	76/396,626	4/16/02
FLAVOR ACTION	76/586,603	4/12/04
GEM GRIP	76/628,078	1/18/05
KIDS WILDLIFE FLOSSUPS	76/594,502	5/27/04
ORATRENDS	76/597,181	6/14/04
PREMIER	76/603,655	7/22/04
REVITALIZE WHITENING WRAPS 	76/629,450	1/27/05
SMILE SENSE	76/597,182	6/14/04
SOAP ON THE GO!	76/559,714	10/30/03
SOFT & SMOOTH	76/576,232	2/12/04
SOFT WHITE	76/583,297	3/25/04
SOFT WHITE	76/613,241	9/22/04
SUPER SLIP	76/608,875	8/23/04
WHITENING ACTION STRIPS	76/607,276	8/13/04
WHITENING DENTAL STRIPS	76/601,890	7/12/04
WHITENING WRAPS ADVANCED	76/589,755	4/29/04
XTREME MASSAGE	76/555,264	10/14/03
XTREME WHITE	76/583,298	3/25/04


SCHEDULE C

FOREIGN TRADEMARK REGISTRATIONS

Mark	Country	Registration Number	Registration Date
RANIR & Design	Argentina	1.613.808	8/29/96
DAILY DOUBLE BRUSH N FLOSS & Design 	Canada	TMA211,105	1/6/76
PLAQUE-FIGHTER	Mexico	603653	3/26/99
PLAQUE-FIGHTER	Mexico	603654	3/26/99
PLAQUE-FIGHTER	Mexico	611639	5/28/99
RANIR & Swirl Design	Mexico	788581	4/28/03
RANIR & Swirl Design	Peru	88809	5/20/03
RANIR & Swirl Design	South Korea	601337	12/1/04

SCHEDULE D

FOREIGN TRADEMARK APPLICATIONS

Mark	Country	Application Number	Filing Date
ANGLE ACTION	Canada	1,226,740	8/11/04
EASEBETWEEN	Canada	1,178,888	5/23/03
EASY CLEAN	Canada	1,235,612	10/29/04
FADE	Canada	1,213,855	4/19/04
SUPER SLIP	Canada	1,239,530	12/3/04
WHITENING GEL & Design 	Canada	1,226,735	8/11/04
WHITENING GEL NIGHT	Canada	1,226,736	8/11/04
WHITENING WRAPAROUNDS	Canada	1,226,733	8/11/04
WHITENING WRAPS	Canada	1,226,738	8/11/04
WHITENING WRAPS ADVANCED	Canada	1,226,739	8/11/04
WHITENINGFILM	Canada	1,226,734	8/11/04
RANIR & Swirl Design	China	3486810	3/14/03
RANIR & Swirl Design	European Community	3,508,785	10/31/03

SCHEDULE E

EXPIRED TRADEMARKS

Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
BRILLIANCE WHITENINGFILM	U.S.	76/426,071 6/28/02	N/A
BRILLIANCE WHITENINGTAPE	U.S.	76/426,070 6/28/02	N/A
BRUSH 'N SING	U.S.	74/195,108 8/15/91	1,720,344 9/29/92
CLASSIC PRO	U.S.	74/200,826 9/5/91	N/A
CLEAN BREATH	U.S.	74/407,059 6/24/93	1,869,029 12/20/94
CLEAN BREATH	U.S.	74/310,685 9/1/92	N/A
CROSSCLEAN	U.S.	76/409,375 5/17/02	N/A
DAILY DOUBLE BRUSH N FLOSS 	U.S.	73/039,896 12/18/74	1,107,335 11/28/78
EARTH FLOSS	U.S.	74/063,842 5/29/90	N/A
HEALTH-DENT	U.S.	74/106,649 10/17/90	1,674,268 2/4/92
JINGLE	U.S.	74/155,911 4/10/91	1,734,873 11/24/92
ORAL-ANGLE	U.S.	73/820,132 8/18/89	N/A
PLAK-RX	U.S.	74/046,620 4/6/90	1,692,747 6/9/92
PLAQUE-FIGHTER	U.S.	75/505,514 6/19/98	N/A
PUMP PAL	U.S.	76/312,094 9/10/01	N/A