

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ranir, LLC		03/31/2005	limited liability company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Standard Federal Bank, N.A., as Administrative Agent
<b>Street Address:</b>	40 Pearl Street, N.W.
<b>City:</b>	Grand Rapids
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	49501
<b>Entity Type:</b>	association: UNITED STATES

**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
Registration Number:	2873728	WHITENING GEL
Registration Number:	2911853	WHITENINGFILM
Registration Number:	2701356	XTREME
Registration Number:	2852184	WHITENING WRAPAROUNDS
Registration Number:	2852185	WHITENING WRAPS
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 MESSAGE
Serial Number:	76583298	XTREME WHITE

**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: 9**

source=C18N-Exchange-04072005-165436#page1.tif  
source=C18N-Exchange-04072005-165436#page2.tif  
source=C18N-Exchange-04072005-165436#page3.tif  
source=C18N-Exchange-04072005-165436#page4.tif  
source=C18N-Exchange-04072005-165436#page5.tif  
source=C18N-Exchange-04072005-165436#page6.tif  
source=C18N-Exchange-04072005-165436#page7.tif  
source=C18N-Exchange-04072005-165436#page8.tif  
source=C18N-Exchange-04072005-165436#page9.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 31, 2005, by RANIR, LLC, a Delaware limited liability company (the "Grantor"), in favor of STANDARD FEDERAL BANK, N.A., in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

### RECITALS

A. The Grantor owns the Trademark registrations and Trademark registration applications listed in Schedule 1 annexed hereto.

B. The Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

C. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Administrative Agent and the Lenders are secured.

D. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, this Agreement.

E. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guaranty and Collateral Agreement), Trademark registrations, Trademark registration applications and Trademark licenses, together with the goodwill of the business symbolized by the Grantor's Trademarks, and all products and proceeds thereof, to secure, among other things, the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark registration application, including, without limitation, each Trademark registration and Trademark registration application referred to in Schedule 1 annexed hereto, and all of the

goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark registration application;


- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith, except any such Trademark license that, to the extent and so for long as, by its terms, restricts the granting of a security interest; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration, including, without limitation, the Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued pursuant to the Trademark registration applications referred to in Schedule 1 and the Trademarks licensed under any Trademark license listed on Schedule 1, or (b) injury to the goodwill associated with any Trademark or Trademark registration.

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

**[ Remainder of Page Intentionally Left Blank; Signature Page Follows ]**

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

RANIR, LLC, a Delaware limited liability company

By:   
Name: JOSEPH C. TOWNSHEND  
Title: CFO V.P.

ACKNOWLEDGED:

STANDARD FEDERAL BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

RANIR, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGED:

STANDARD FEDERAL BANK, N.A.,  
as Administrative Agent

By: Todd Medendorp  
Name: Todd Medendorp  
Title: First Vice President

Trademark Security Agreement

**Schedule 1**  
**Trademarks, Trademark Applications and Trademark Licenses**

**Ranir, LLC**

<b>Country</b>	<b>Trademark</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
U.S.	ALL-PRO	76/140,695	2,698,358	10/4/00	3/18/03
U.S.	ANGLE EDGE +	76/628,077		1/18/05	
U.S.	AQUA-SOL	73/161,110	1,122,734	3/6/78	7/24/79
U.S.	AURORA	76/613,240		9/22/04	
U.S.	CHUNKY	74/590,993	1,989,232	10/26/94	7/23/96
U.S.	CLARIDENT	75/546,986	2,263,263	8/31/98	7/20/99
U.S.	CLEARANGLE	76/594,501		5/27/04	
U.S.	CUDDLE BEAR	76/325,221	2,670,211	10/10/01	12/31/02
U.S.	DIAMOND BRITE	76/537,365		8/14/03	
U.S.	DIAMOND BRITE	76/509,771		4/28/03	
U.S.	EASEBETWEEN	76/476,082	2,815,657	12/11/02	2/17/04
U.S.	EASY AS 1, 2, ZZZ...	76/555,262	2,886,169	10/14/03	9/21/04
U.S.	EASY CLEAN	76/599,365		6/24/04	
U.S.	FADE	76/396,626		4/16/02	
U.S.	FLAVOR ACTION	76/586,603		4/12/04	
U.S.	FLOSSUPS	74/106,640	1,692,761	10/17/90	6/9/92
U.S.	GALACTIC GRIP	76/325,220	2,678,981	10/10/01	1/21/03
U.S.	GEM GRIP	76/628,078		1/18/05	
U.S.	GUSH BRUSH	76/312,095	2,733,070	9/10/01	7/1/03



Country	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
U.S.	HI-TECH	75/213,882	2,163,488	12/16/96	6/9/98
U.S.	HORIZON	76/144,302	2,599,073	10/11/00	7/23/02
U.S.	KIDS WILDLIFE FLOSSUPS	76/594,502		5/27/04	
U.S.	MICROTEX	75/373,636	2,248,316	10/15/97	5/25/99
U.S.	ORATRENDS	76/597,181		6/14/04	
U.S.	PLAK-RX	76/326,486	2,604,653	10/17/01	8/6/02
U.S.	POCKET SUDS	76/559,713	2,912,453	10/30/03	12/21/04
U.S.	PREMIER	76/603,655		7/22/04	
U.S.	PREMIER TRAVEL TOOTHBRUSH & Design	75/642,098	2,319,259	2/19/99	2/15/00
U.S.	PROCLARIDENT	76/053,729	2,541,627	5/22/00	2/19/02
U.S.	RANIR & Design	76/316,383	2,656,194	9/24/01	12/3/02
U.S.	REPLACE-ME	76/396,627	2,754,245	4/16/02	8/19/03
U.S.	REVITALIZE WHITENING WRAPS & Design	76/629,450		1/27/05	
U.S.	SMARTGRIP	76/465,100	2,811,564	10/31/02	2/3/04
U.S.	SMILE SENSE	76/597,182		6/14/04	
U.S.	SOAP ON THE GO!	76/559,714		10/30/03	
U.S.	SOFT & SMOOTH	76/576,232		2/12/04	
U.S.	SOFT WHITE	76/583,297		3/25/04	
U.S.	SOFT WHITE	76/613,241		9/22/04	

<b>Country</b>	<b>Trademark</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
U.S.	SUPER SIP	76/608,875		8/23/04	
U.S.	SURF	76/419,788	2,765,481	6/12/02	9/16/03
U.S.	TOOTHGOO	76/347,744	2,725,684	12/10/01	6/10/03
U.S.	WHITENING ACTION STRIPS	76/607,276		8/13/04	
U.S.	WHITENING DENTAL STRIPS	76/601,890		7/12/04	
U.S.	WHITENING GEL NIGHT	76/526,271	2,855,407	6/27/03	6/15/04
U.S.	WHITENING GEL & Design	76/512,299	2,873,728	5/7/03	8/17/04
U.S.	WHITENING WRAPAROUNDS	76/522,623	2,852,184	6/13/03	6/8/04
U.S.	WHITENING WRAPS	76/522,624	2,852,185	6/13/03	6/8/04
U.S.	WHITENING WRAPS ADVANCED	76/589,755		4/29/04	
U.S.	WHITENINGFILM	76/578,167	2,911,853	2/27/04	12/14/04
U.S.	XTREME	76/359,162	2,701,356	1/15/02	3/25/03
U.S.	XTREME MASSAGE	76/555,264		10/14/03	
U.S.	XTREME WHITE	76/583,298		3/25/04	
Argentina	RANIR & Design	1.818.399	1.613.808	10/1/91	8/29/96
Canada	ANGLE ACTION	1,226,740		8/11/04	

<b>Country</b>	<b>Trademark</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Canada	DAILY DOUBLE BRUSH N FLOSS & Design	0,381,961	TMA211105	1/10/75	1/6/76
Canada	EASEBETWEEN	1,178,888		5/23/03	
Canada	EASY CLEAN	1,235,612		10/29/04	
Canada	FADE	1,213,855		4/19/04	
Canada	SUPER SLIP	1,239,530		12/3/04	
Canada	WHITENING GEL & Design	1,226,735		8/11/04	
Canada	WHITENING GEL NIGHT	1,226,736		8/11/04	
Canada	WHITENING WRAPAROUNDS	1,226,733		8/11/04	
Canada	WHITENING WRAPS	1,226,738		8/11/04	
Canada	WHITENING WRAPS ADVANCED	1,226,739		8/11/04	
Canada	WHITENINGFILM	1,226,734		8/11/04	
China	RANIR & Swirl Design	3486810		3/14/03	
European Community	RANIR & Swirl Design	3,508,785		10/31/03	
Mexico	PLAQUE-FIGHTER	354699	611639	11/18/98	5/28/99
Mexico	PLAQUE-FIGHTER	354700	603654	11/18/98	3/26/99

<b>Country</b>	<b>Trademark</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
Mexico	PLAQUE-FIGHTER	354698	603653	11/18/98	3/26/99
Mexico	RANIR & Swirl Design	585831	788581	1/30/03	4/28/03
Peru	RANIR & Swirl Design	171686	88809	1/23/03	5/20/03
South Korea	RANIR & Swirl Design	27903/2003	601337	6/19/03	12/1/04