

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Woodstock Natural Products, Inc.		03/18/2005	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Natural Dentist, Inc.		
<b>Street Address:</b>	140 Sylvan Avenue		
<b>City:</b>	Englewood Cliffs		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07632		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2057431	THE NATURAL DENTIST	
<b>Registration Number:</b>	2878387		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)336-8001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-336-8050		
<b>Email:</b>	ptodocket@arelaw.com		
<b>Correspondent Name:</b>	Chester Rothstein c/o AR&E, LLP		
<b>Address Line 1:</b>	90 Park Avenue		
<b>Address Line 2:</b>	21st Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	96312-0007		
<b>NAME OF SUBMITTER:</b>	Chester Rothstein [96312/7-9]		
<b>Signature:</b>	/Chester Rothstein/		

**CH \$65.00 2057431**

Date:

01/05/2006

**Total Attachments: 2**

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## CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY ASSIGNMENT is *nunc pro tunc* effective as of the 18<sup>th</sup> day of March, 2005 (the "Effective Date"), from WOODSTOCK NATURAL PRODUCTS, INC., a New York corporation ("Assignor"), to NATURAL DENTIST, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated as of the Effective Date (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to Section 1.1 of the Asset Purchase Agreement, Assignor sold, conveyed, assigned, transferred, and delivered to Assignee, *inter alia*, the name THE NATURAL DENTIST and all related goodwill; and

WHEREAS Assignee wishes to confirm the assignment from Assignor to Assignee of the entirety of Assignee's right, title and interest in and to the name THE NATURAL DENTIST and all trademark, service mark, and related intellectual property rights incident thereto, and all related good will.

NOW, THEREFORE, for good and valuable consideration (including that recited in the Asset Purchase Agreement), the receipt and adequacy of which is hereby acknowledged, Assignor hereby confirms and hereby sells, assigns, transfers and conveys to Assignee, its successors and assigns forever, free and clear of all liens and encumbrances, Assignor's entire right, title and interest in the trademark and service mark THE NATURAL DENTIST, in all forms and formatives, including without limitation U.S. Trademark Registration No. 2,057,431; U.S. Trademark Registration 2,878,387; CTM Trademark Application No. 2912905; and CTM Trademark Application No. 3288107, together with the goodwill of Assignor's business appertaining thereto and/or symbolized thereby, all income, royalties, damages and payments now or

hereafter due or payable in respect to the mark THE NATURAL DENTIST, and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement and/or dilution of the mark THE NATURAL DENTIST and the rights thereto.

Assignee authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue trademarks, to issue the same to the said Assignee, its successors and assigns, in accordance with the terms of this Assignment.

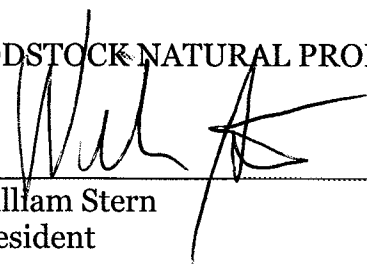
Assignee, its successors and assigns, shall hold the rights to the foregoing for and during the existence of the mark THE NATURAL DENTIST, as fully and as entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

Assignor also shall, without further consideration, comply with all reasonable requests by Assignee, at no expense, to execute promptly any additional documents and to take promptly any further action necessary to vest good, valid and marketable title to the mark THE NATURAL DENTIST in the Assignee.

IN WITNESS WHEREOF, this Assignment is effective as of the date first written above.

WOODSTOCK NATURAL PRODUCTS, INC.

By

  
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William Stern  
President