

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
Dental Concepts, LLC		02/17/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Medtech Products, Inc.
Street Address:	90 North Broadway
City:	Irvington
State/Country:	NEW YORK
Postal Code:	10533
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2173333	ORA CARE
Registration Number:	2251807	BRUXGUARD
Registration Number:	2390300	SQUEEZE-ALL
Registration Number:	2460028	OXYLITE
Registration Number:	2583386	GRIPTIGHT
Registration Number:	2564495	MOUTHTOOLS
Registration Number:	2595946	RELIEVE THE NIGHTLY GRIND
Registration Number:	2969101	XLR8
Registration Number:	2822409	ORACARE CLEAN BREATH KIT
Registration Number:	2822410	ORACARE HEALTHY MOUTH KIT
Registration Number:	2908017	ACCELERATE YOUR GAME
Registration Number:	3044062	THE DOCTOR'S
Registration Number:	3047116	BRACEPICKS

OP \$615.00 2173333

Registration Number:	1816772	THE DOCTOR'S
Registration Number:	2962513	ORAPIK
Registration Number:	1331875	ORAPIK
Registration Number:	2235568	DENTAL MATE
Registration Number:	1613680	THE DOCTOR'S
Registration Number:	1555637	DENTAL CONCEPTS
Serial Number:	76432335	THE DOCTOR'S DAYGUARD
Serial Number:	78382657	BREATHPICKS
Serial Number:	78409750	TEAM DOCTOR'S
Serial Number:	78442339	BRACE DOCTOR
Serial Number:	78565758	DENTALMATE

CORRESPONDENCE DATA

Fax Number: (423)752-9577
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 423 209-4103
Email: echomyn@bakerdonelson.com
Correspondent Name: Micheline Kelly Johnson
Address Line 1: 1800 Republic Centre, 633 Chestnut St.
Address Line 2: Baker, Donelson, Bearman, Caldwell
Address Line 4: Chattanooga, TENNESSEE 37450-1800

ATTORNEY DOCKET NUMBER:	2016563-000013
NAME OF SUBMITTER:	Micheline Kelly Johnson
Signature:	/micheline kelly johnson/
Date:	03/01/2006

Total Attachments: 4
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INTELLECTUAL PROPERTY ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made and entered into as of the 17th day of February, 2006 (the "Effective Date"), by and between Dental Concepts, LLC ("Assignor"), a Delaware limited liability company, and Medtech Products, Inc., a Delaware corporation ("Assignee") (each individually a "Party;" collectively the "Parties").

W I T N E S S E T H:


WHEREAS Assignor has agreed to sell, transfer and assign to Assignee and Assignee has agreed to accept the sale and assignment of all of Assignor's right, title and interest in and to the intellectual property in connection with the business of Assignor, and as shown on the attached Schedules 3.24(a), (b), (c), (d), and (e), together with the goodwill associated with such trademarks and symbolized thereby (the "Intellectual Property").

NOW, THEREFORE, for \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer over to Assignee and Assignee hereby accepts the sale and assignment of, all of Assignor's right, title and interest in and to the Intellectual Property, together with the goodwill associated with such trademarks and symbolized thereby, and consents to Assignee's use and applications and registration thereof including any renewals and extensions of the registrations that are or may be secured under the laws of the Territory, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Intellectual Property as of the date hereof and hereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, 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, affiliates or other legal representatives. Assignor requests all applicable Patent and Trademark Offices record Assignee as the assignee and owner thereof.

The Parties shall provide to each other and their successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, powers of attorney and other documentation as maybe reasonably required) that is reasonable and appropriate in connection with (1) the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Intellectual Property; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Intellectual Property, including, but not limited to, testifying as to any facts relating to the Intellectual Property assigned herein and this Assignment; (3) in obtaining any additional protection for any of the Intellectual Property that Assignor reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries or the European Community; and (4) in the implementation or perfection of this Assignment.

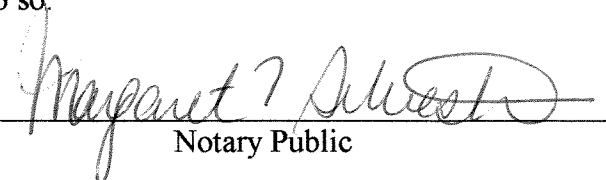
IN TESTIMONY WHEREOF, the Parties hereto have executed this Trademark Assignment effective the 9th day of November , 2005.

DENTAL CONCEPTS, LLC

By: 
Name: Michael Lesser
Title: _____

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

On this 17th day of February, 2006, there appeared before me Michael Lesser, on behalf of Dental Concepts, LLC, personally known to me, who acknowledged that he/she signed the foregoing Intellectual Property Assignment as his/her voluntary act and deed with full authority to do so.

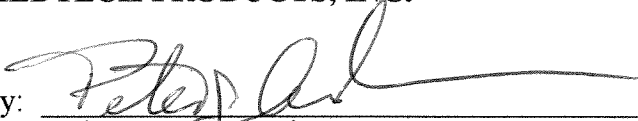

Notary Public

My commission expires: _____

MARGARET T. SILVESTRO
Notary Public, State of New York
No. 01SI5069522
Qualified in Westchester County
Commission Expires November 25, 2006

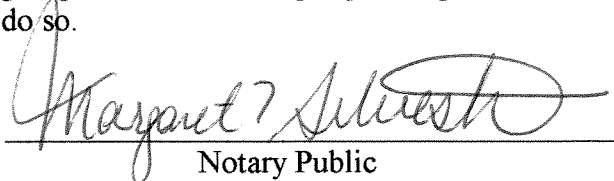
[Additional signature on following page.]

MEDTECH PRODUCTS, INC.

By: 
Name: Peter J. Anderson
Title: CFO

STATE OF New York ,
COUNTY OF Westchester

On this 17th day of February, 2006, there appeared before me Peter J. Anderson, on behalf of Medtech Products, Inc., personally known to me, who acknowledged that he/she signed the foregoing Intellectual Property Assignment as his/her voluntary act and deed with full authority to do so.


Notary Public

My commission expires: _____

MARGARET T. SILVESTRO
Notary Public, State of New York
No. 01SI5069522
Qualified in Westchester County
Commission Expires November 25, 2006

2a. Domestic Trademark Registrations and Applications

Trademark	Owner	Jurisdiction	Registration Number or Application Number	Registration Date
OraCare	Dental Concepts	US	2173333	7/4/98
BruXGuard	Dental Concepts	US	2251807	6/8/99
Squeeze-All	Dental Concepts	US	2390300	9/26/00
Oxylite	Dental Concepts	US	2460028	6/12/01
GripTight	Dental Concepts	US	2583386	6/18/02
Mouth Tools	Dental Concepts	US	2564495	4/23/02
Relieve The Nightly Grind	Dental Concepts	US	2595946	7/16/02
XLR8	Dental Concepts	US	2969101	7/19/05
The Doctor's Day Guard	Dental Concepts	US	76/432,335	Pending
Oracare Clean Breath Kit	Dental Concepts	US	2822409	3/16/04
Oracare Healthy Mouth Kit	Dental Concepts	US	2822410	3/16/04
Accelerate Your Game	Dental Concepts	US	2908017	12/7/04
The Doctor's	Dental Concepts	US	76/622,208	Pending
Bracepicks	Dental Concepts	US	78/382,620	Pending
Breathpicks	Dental Concepts	US	78/382,657	Pending
Team Doctor's	Dental Concepts	US	78/409,750	Pending
The Doctor's	Dental Concepts	US	1,816,772	1/18/04
ORAPIK	Dental Concepts	US	2,962,513	6/14/05
Accelerate Your Game	Dental Concepts	US	2,908,017	12/7/04
Brace Doctor	Dental Concepts	US	78/442,339	Pending
DentalMate	Dental Concepts	US	78/565,758	Pending
OraPik	Dental Concepts	US	1,331,875	4/23/85
Dental Mate	Dental Concepts	US	2,235,568	3/30/99
The Doctor's	Dental Concepts	US	1,613,680	9/18/90
Dental Concepts	Dental Concepts	US	1,555,637	9/12/89

2b. Foreign Trademark Registrations and Applications

Trademark	Owner	Jurisdiction	Registration Number or Application Number	Registration Date
Doctor's	Dental Concepts	Japan	4628118	12/6/02
The Doctor's Nightguard	Dental Concepts	Japan	4624122	11/22/02
Brushpicks	Dental Concepts	Singapore	T00/18279J	10/18/00
Brite Stik	Dental Concepts.	U.K.	2193470	4/1/99
Oxylite	Dental Concepts	U.K.	2193458	4/1/99