

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: 4			
Property Type	Number	Word Mark	
Serial Number:	78737034	PLYALENE	
Serial Number:	78747621	BRACEGUARD	
Registration Number:	2016533	BRUSHPICKS	
Serial Number:	78786633	THE DOCTOR'S DAYGUARD	
CORRESPONDENCE DATA			
Fax Number:	(423)752-9548		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	4232094103		
Email:	echomyn@bakerdonelson.com		
Correspondent Name:	Micheline Kelly Johnson		
Address Line 1:	633 Chestnut Street		
Address Line 2:	1800 Republic Centre		
Address Line 4:	Chattanooga, TENNESSEE 37450-1800		
ATTORNEY DOCKET NUMBER:	2016563-000013		

OP \$115.00 78737034

900055216

TRADEMARK
REEL: 003365 FRAME: 0490

NAME OF SUBMITTER:	Micheline Kelly Johnson
Signature:	/micheline kelly johnson/
Date:	08/09/2006
Total Attachments: 4 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif	

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.

SCHEDULE 3.24(a)

Intellectual Property

2c. Additional Trademark Registrations and Applications

Trademark	Owner	Jurisdiction	Registration Number or Application Number	Registration Date
Plyalene	Dental Concepts LLC	US	78/737,034	Pending
Braceguard	Dental Concepts LLC	US	78/747,621	Pending
Brushpicks	Dental Concepts LLC	US	2,016,533	11/12/96
The Doctor's Dayguard	Dental Concepts LLC	US	78/786,633	Pending

MEDTECH PRODUCTS, INC.

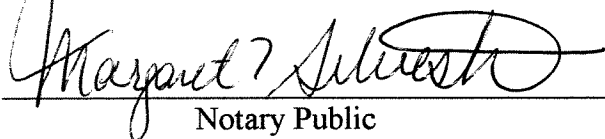
By: 

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

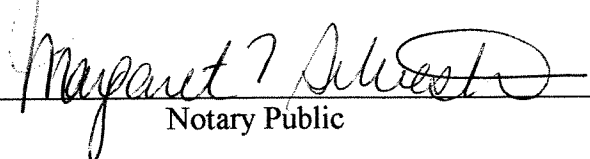
IN TESTIMONY WHEREOF, the Parties hereto have executed this Trademark Assignment effective the 9th day of November , 2005.

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.]