

**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>
Block Drug Company, Inc.		08/29/2008	CORPORATION: NEW JERSEY
Stafford Miller (Ireland) Limited		08/29/2008	COMPANY: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gebauer Oral Care LLC		
<b>Street Address:</b>	4444 East 153rd Street		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44128		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: OHIO		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3159687	OASIS	
Registration Number:	3159688	OASIS	
Registration Number:	3251506	OASIS	
Registration Number:	3251504	OASIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)579-6073		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216-579-1700		
<b>Email:</b>	dpeterlin@pearne.com		
<b>Correspondent Name:</b>	Joseph J. Corso		
<b>Address Line 1:</b>	1801 East Ninth Street, Suite 1200		
<b>Address Line 4:</b>	Cleveland, OHIO 44114-3108		
<b>ATTORNEY DOCKET NUMBER:</b>	GBR-J3082		

CH \$115.00 3159687

NAME OF SUBMITTER:	Joseph J. Corso
Signature:	/joseph j corso/
Date:	12/15/2008
<b>Total Attachments: 5</b> source=Trademark_Assignment#page1.tif source=Trademark_Assignment#page2.tif source=Trademark_Assignment#page3.tif source=Trademark_Assignment#page4.tif source=Trademark_Assignment#page5.tif	

## EXHIBIT D

### TRADEMARKS ASSIGNMENT AGREEMENT

THIS TRADEMARKS ASSIGNMENT AGREEMENT (this "Assignment") is made as of the 29<sup>th</sup> day of August, 2008 by and between Block Drug Company, Inc., a corporation organized under the laws of the State of New Jersey and having a place of business at 1000 GSK Drive, Moon Township, Pennsylvania, 15108, United States of America and Stafford Miller (Ireland) Limited, a private company incorporated under the laws of Ireland and having its registered office at Clocherane, Youghal Road, Dungarven, Co. Waterford, Ireland (together the "Assignors") and Gebauer Oral Care LLC, a limited liability company organized under the laws of the State of Ohio, having a place of business at 4444 East 153rd Street, Cleveland, Ohio 44128, United States of America ("Assignee").

WHEREAS, Assignors (or an affiliated entity) and Assignee (or an affiliated entity) are entering into an Asset Purchase Agreement (the "APA") contemporaneously with the execution of this Assignment; and

WHEREAS, among the assets to be transferred by Assignors to Assignee under the APA are Assignors' rights in and to the trademarks set forth in Schedule A attached hereto (the "Marks") on or in connection with oral care products (the "Field of Use") in the territory comprising the fifty (50) states of the United States, the District of Columbia, the territories of the United States, Canada, (including its ten (10) provinces and three (3) territories) and Mexico (including its thirty-one (31) states and Federal District (Mexico City)), ( the "Territory").

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignors do hereby sell, assign, and transfer to Assignee all their right, title and interest in the Marks in the Territory (as defined in the APA) for the Field of Use, including, without limitation, the U.S., Canadian and Mexican trademark registrations and applications thereof set forth on Schedule A, all common law rights in and to the Marks in the Territory for the Field of Use, the goodwill associated with the Marks in the Territory for the Field of Use, and all claims for royalties for licensing of the Marks for the Field of Use and damages by reason of past or future infringement(s) of the Marks for the Field of Use, with the right to sue for and collect the same.

FURTHERMORE, at the expense of Assignee, Assignors shall execute and deliver to Assignee such additional documents as may be reasonably necessary to give full effect to the assignment and transfer of the rights, title and interest in and to the Marks hereunder, provided that Assignee shall be solely responsible at its own expense for all recordations of the assignment and transfer with the United States Patent and Trademark Office, the Canadian Intellectual Property Office, the Instituto Mexicano de la Propiedad Industrial, the International Bureau of the World Intellectual Property Organization and/or other appropriate government offices.

This Assignment shall be binding upon the successors and assigns of Assignors and Assignee. This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflict of laws

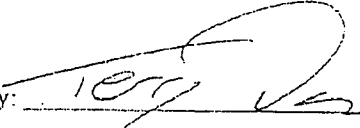
principles thereof. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

[The remainder of this page has been left blank intentionally.]

IN WITNESS HEREOF, the parties hereto have executed this Trademarks Assignment Agreement as of the date first written above.

BLOCK DRUG COMPANY, INC.

GEBAUER ORAL CARE LLC

By: 

By: \_\_\_\_\_

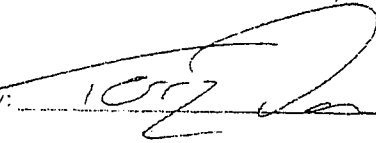
Name: Terence A. Dixon

Name: \_\_\_\_\_

Title: Authorized Signatory

Title: \_\_\_\_\_

STAFFORD MILLER (IRELAND) LIMITED

By: 

Name: Terence A. Dixon

Title: Authorized Signatory

IN WITNESS HEREOF, the parties hereto have executed this Trademarks Assignment Agreement as of the date first written above.

BLOCK DRUG COMPANY, INC.

GEBAUER ORAL CARE LLC

By: \_\_\_\_\_

By: J. David O'Halloran

Name: \_\_\_\_\_

Name: J. David O'Halloran

Title: \_\_\_\_\_

Title: Manager

STAFFORD MILLER (IRELAND) LIMITED

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE A**  
**TRADEMARKS**

**Canada**

Mark	Status	Appl. No.	Appl. Date
OASIS	Application	1299845	01May2006
TRI-HYDRA	Application	1256423	29Apr2005

**Mexico**

Mark	Status	Reg. No.	Reg. Date
OASIS	Registration	414025	20May1992
OASIS	Registration	403642	15Jan1992
TRI-HYDRA	Registration	897632	29Aug2005
TRI-HYDRA	Registration	897633	29Aug2005
TRI-HYDRA	Registration	898921	12Sep2005
TRI-HYDRA	Registration	897634	29Aug2005

**USA**

Mark	Status	Reg. No.	Reg. Date
OASIS	Registered	3159687	17Oct2006
OASIS	Registered	3159688	17Oct2006
OASIS and Design	Registered	3251506	12Jun2007
OASIS and Design	Registered	3251504	12Jun2007
TRI-HYDRA	Registered	3142426 (EOP from IR 869846)	12Sep2006