

**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>
Ultreo, Inc.		11/19/2009	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Intelident Solutions, Inc.		
<b>Street Address:</b>	2502 North Rocky Point Drive, Suite 1000		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33607		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3309742	ULTREO	
Registration Number:	3366471		
Registration Number:	3366472		
Registration Number:	3373613	ULTREO THE ULTRASOUND TOOTHBRUSH	
Serial Number:	77280188	ULTREO THE ULTIMATE ULTRASOUND CLEAN	
Serial Number:	77057749		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)382-2669		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	206-382-1191		
<b>Email:</b>	brandies@speckmanlaw.com		
<b>Correspondent Name:</b>	Speckman Law Group PLLC		
<b>Address Line 1:</b>	1201 Third Avenue, Suite 330		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>ATTORNEY DOCKET NUMBER:</b>	13330		

CH \$165.00 3309742

**900148588**

**TRADEMARK**

**REEL: 004103 FRAME: 0831**

NAME OF SUBMITTER:	Victor N. King
Signature:	/Victor N. King/
Date:	11/25/2009
<b>Total Attachments: 13</b> source=TM Assignments and US TM Chart#page1.tif source=TM Assignments and US TM Chart#page2.tif source=TM Assignments and US TM Chart#page3.tif source=TM Assignments and US TM Chart#page4.tif source=TM Assignments and US TM Chart#page5.tif source=TM Assignments and US TM Chart#page6.tif source=TM Assignments and US TM Chart#page7.tif source=TM Assignments and US TM Chart#page8.tif source=TM Assignments and US TM Chart#page9.tif source=TM Assignments and US TM Chart#page10.tif source=TM Assignments and US TM Chart#page11.tif source=TM Assignments and US TM Chart#page12.tif source=TM Assignments and US TM Chart#page13.tif	

## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS** ("Assignment") is made as of the <sup>19<sup>th</sup></sup> day of November, 2009, to be effective October 6, 2009, from BRUCE P. KRIEGMAN, TRUSTEE ("Trustee" or "Assignor"), the duly appointed Trustee in the bankruptcy of **ULTREO, INC.**, a Washington corporation, Case No. 09-11786-SJS before the U.S. Bankruptcy Court For The Western District Of Washington At Seattle, to **INTELIDENT SOLUTIONS, INC.**, a Delaware corporation ("Assignee") with an address of 2502 North Rocky Point Drive, Suite 1000, Tampa, Florida 33607.

### **BACKGROUND**

1. **ULTREO, INC.** ("Debtor") filed its Chapter 7 Petition for relief under Title 11 of the United States Code on February 27, 2009 with the U.S. Bankruptcy Court For The Western District Of Washington At Seattle, under Case No. 09-11786-SJS. At the time of its Chapter 7 filing, all of the intellectual property assets owned by Ultreo, Inc., including those described on the attached Schedule B ("Personal Property"), became part of the bankruptcy estate in that case.
2. Bruce P. Kriegman ("Trustee") was appointed as the Chapter 7 Trustee in said Case No. 09-11786-SJS. The Trustee is the legal representative of the bankruptcy estate in that case.
3. On or about August 27, 2009, the Trustee filed his attached Trustee's Motion for Order Authorizing Trustee to Sell Intellectual Property Assets and Other Assets Free and Clear of Liens, and Notice of Hearing ("Motion to Sell").
4. On or about September 14, 2009, the Trustee filed his attached Trustee's Report on His Agreement to Sell Assets of the Estate to Intelident Solutions, Inc., based upon the terms of the Motion to Sell.
5. On or about September 25, 2009, the United States Bankruptcy Court for the Western District of Washington At Seattle entered its Order Authorizing Trustee to Sell Intellectual Property Assets and Other Assets Free and Clear of Liens ("Sale Order").
6. The Sale Order: (i) approved the sale of all of the Debtor's (Assignor's) intellectual property, and related records and other personal property "as is" and "where is" to Intelident Solutions, Inc., free and clear of all interests, claims and encumbrances of any kind pursuant to the meaning and effect of 11 U.S.C. 363(f); and (ii) found Intelident Solutions, Inc., to be a good faith purchaser within the meaning and effect of 11 U.S.C. 363(m).
7. As of the date of this Assignment, Assignor is using or has used and is the sole owner of all right, title, and interest in and to the trademarks and service marks identified on pages twenty-six (26) through thirty-three (33) in the attached Schedule B (the "Marks");
8. This Assignment memorializes the sale of the full right, title and interest in and to the Marks and any corresponding U.S. or foreign registrations or applications therefor, including all

derivatives thereof, all trademark applications therefor, and registrations thereof, and all goodwill associated therewith, to Assignee.

**ASSIGNMENT**

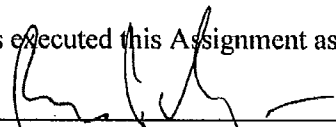
In consideration of the premises, a valuable sum in dollars, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, convey, assign, transfer, and deliver unto Assignee, absolutely and forever, AS IS" and "WHERE IS" without any representations or warranties of any kind, all right, title, and interest, whether statutory or at common law, in and to the Marks throughout the world, together with the goodwill of the business symbolized by the Marks and all registrations and recordings of and pending applications relating to the Marks and all renewals thereof owned by Assignor, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any foreign jurisdiction (the "Registrations").

At any time prior to the closing of Case No. 09-11786-SJS before the U.S. Bankruptcy Court For The Western District Of Washington At Seattle, and from time to time at the request of Assignee, Assignor shall execute and deliver to Assignee or other parties designated by Assignee, at no cost or expense to Assignee, any new, additional, or confirmatory instruments and any other documents and perform all acts that are reasonably necessary or desirable to effect the conveyance contemplated by this Assignment, to enable Assignee to register this Assignment in each of the jurisdictions where the Mark has been registered, and otherwise to enable Assignee to realize upon or otherwise enjoy the benefit of the rights assigned to Assignee pursuant to this Assignment and to accomplish the intent and purpose of this Assignment.

Assignor agrees that it shall hereafter refrain from using the Marks or any confusingly similar marks, logos, or names in the conduct of business.

The description contained herein, or in any attachments hereto, of any property assigned hereunder is solely for the purpose of identification and is not intended, in any matter, as any representation or warranty of any kind, express or implied. This Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of Assignee. This Assignment shall be governed in its construction, interpretation, and performance by the laws of the United States of America.

**IN WITNESS WHEREOF**, Assignor has executed this Assignment as of the date and year first above stated.

By:   
Bruce P. Kriegman, Trustee for the  
bankruptcy estate of ULTREO, INC.

STATE OF WASHINGTON     )  
  )     ss.  
COUNTY OF KING         )

The foregoing instrument was acknowledged before me this 19 day of November, 2009, by BRUCE P. KRIEGMAN, as TRUSTEE IN BANKRUPTCY FOR ULTREO, INC., a Washington

corporation, on behalf of the bankruptcy estate of that corporation, who is personally known to me.

Natalie Hest  
Notary Public



In re Ultreo, Inc.

Case No. \_\_\_\_\_

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	NON E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.		See Attached	-	Unknown
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories	X			
28. Office equipment, furnishings, and supplies.		Liquidated in Auction 2-18-09	-	Unknown
29. Machinery, fixtures, equipment, and supplies used in business.		Liquidated in Auction 2-18-09	-	Unknown
30. Inventory.		Liquidated in Auction 2-09	-	
31. Animals.	X			
32. Crops - growing or harvested. Give particulars	X			
33. Farming equipment and implements	X			
34. Farm supplies, chemicals, and feed	X			
35. Other personal property of any kind not already listed herein	X			

Sub-Total > 0.00  
(Total of this page)  
Total > \_\_\_\_\_

Sheet 2 of 2 continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

Best Case Bankruptcy

9

**ULTREO, INC.**  
**Trademark/Design Status Report**


Cl. No. 13339  
 (Updated October 17, 2008)

DOCKET NO.	MARK/DESIGN	COUNTRY	SERIAL NO.	FILING DATE	REGISTRATION NO. & DATE	GOODS/SERVICES	CLASS
2001	ULTREO (block form)	USA	78/881,966	May 11, 2006	3,309,742 Oct 9, 2007	TOOTHBRUSHES, ELECTRICAL TOOTHBRUSHES AND PARTS THEREFOR	21

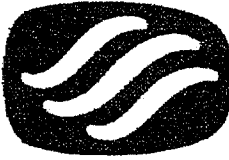
- 1 European Community Design
- 2 Japanese Industrial Design
- 3 U.S. Design Patent Application
- 4 Chinese Industrial Design

200



Doclet No.	MARK/DESIGN	COUNTRY	SERIAL NO.	FILING DATE	REGISTRATION NO. & DATE	GOODS/SERVICES	CLASS
2002	ORANGE WAVE (Logo) 	USA	7705734	Dec 5, 2006	3,366,471 Jan 8, 2008	TOOTHBRUSHES; ELECTRICAL TOOTHBRUSHES AND PARTS THEREFOR	21

- 1 European Community Design
- 2 Japanese Industrial Design
- 3 U.S. Design Patent Application
- 4 Chinese Industrial Design

DOCKET NO.	MARK/DESIGN	COUNTRY	SERIAL NO.	FILED DATE	REGISTRATION NO. & DATE	GOODS/SERVICES CLASS	FILED CLASS
2003		U.S.A.	77057,742	Dec. 3, 2006	3,366,472 Jan 8, 2008	TOOTHBRUSHES, ELECTRICAL TOOTHBRUSHES AND PARTS THEREFOR	21
2004	ULTRASONIC ULTRASOUND TOOTHBRUSH (with design)	U.S.A.	77057,748	Dec. 3, 2006	3,373,613 Jan 22, 2008	TOOTHBRUSHES, ELECTRICAL TOOTHBRUSHES AND PARTS THEREFOR	21

1 European Community Design  
 2 Japanese Industrial Design  
 3 U.S. Design Patent Application  
 4 Chinese Industrial Design


28

DECRET NO	MARK/DESIGN	COUNTRY	SERIAL NO	FILING DATE	REGISTRATION NO & DATE	GOODS SERVICES

4

- 1 European Community Design
- 2 Japanese Industrial Design
- 3 U.S. Design Patent Application
- 4 Chinese Industrial Design

29

DESIGN NO.	MARK/DESIGN	COUNTRY	SERIAL NO.	FILED DATE	REGISTRATION NO. (DATE)	GOODS/SERVICES	CLASS
2005	 <p>BRUSHHEAD claiming colors orange and white as features of the mark.)</p>	U.S.A.	77AS7,749	Dec. 6, 2006		TOOTHBRUSHES AND ELECTRICAL TOOTHBRUSHES	21

- 1 European Community Design
- 2 Japanese Industrial Design
- 3 U.S. Design Patent Application
- 4 Chinese Industrial Design

5

DESIGN NO.	MARK/DESIGN	COUNTRY	SERIAL NO.	FILING DATE	REGISTRATION NO. & DATE	CLASS
3006	ULTREO THE ULTIMATE ULTRASOUND CLEAN (block form)	U.S.A	77280188	Sept. 14, 2007		21

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- 1 European Community Design
- 2 Japanese Industrial Design
- 3 U.S. Design Patent Application
- 4 Chinese Industrial Design

6



BOOKING NO.	MARK DESIGN	COUNTRY	SERIAL NO.	FILING DATE	REGISTRATION NO. (C&A)	GOODS

- 1 European Community Design
- 2 Japanese Industrial Design
- 3 U.S. Design Patent Application
- 4 Chinese Industrial Design