

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/01/2010

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AXIS DENTAL CORPORATION		08/01/2010	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	KERR CORPORATION
Street Address:	1717 West Collins Avenue
Internal Address:	SDS Legal Department
City:	Orange
State/Country:	CALIFORNIA
Postal Code:	92867
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Serial Number:	77923650	ZIR-CUT
Serial Number:	77889500	PROGLOSS
Registration Number:	3775058	ULTRAGLOSS
Registration Number:	3161466	RAZOR
Registration Number:	3039728	PDQ
Registration Number:	3270801	NANO PREP
Registration Number:	3514611	DIASHEEN
Registration Number:	2389398	DIAGLOSS
Registration Number:	3305261	DENTISTRY... YOUR PROFESSION, OUR PASSION
Registration Number:	2447389	CERAGLAZE
Registration Number:	2382598	AXIS
Registration Number:	2378970	AXIS

OP \$340.00 77923650

**900168524**

**TRADEMARK  
 REEL: 004253 FRAME: 0344**

Registration Number:

3059870

ACHROMAT

**CORRESPONDENCE DATA**

Fax Number: (714)516-7696

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 714-516-7694

Email: Sandra.Swain@sybrondental.com

Correspondent Name: Sandra Swain

Address Line 1: 1717 West Collins Avenue

Address Line 2: SDS Legal Department

Address Line 4: Orange, CALIFORNIA 92867

ATTORNEY DOCKET NUMBER:

96950

NAME OF SUBMITTER:

Leo J. Prinitis, Jr.

Signature:

/Leo J. Prinitis, Jr./

Date:

08/03/2010

**Total Attachments: 6**

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**STATE OF DELAWARE  
CERTIFICATE OF MERGER OF  
FOREIGN CORPORATION INTO  
A DOMESTIC CORPORATION**

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

**FIRST:** The name of the surviving corporation is Kerr Corporation, a Delaware corporation, and the name of the corporation being merged into this surviving corporation is Axis Dental Corporation, a Texas corporation.

**SECOND:** The Agreement of Merger has been approved, adopted, certified, executed, and acknowledged by each of the constituent corporations pursuant to Title 8 Section 252 of the General Corporation Law of the State of Delaware.

**THIRD:** The name of the surviving corporation is Kerr Corporation, a Delaware corporation.

**FOURTH:** The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation. (If amendments are affected please set forth)

**FIFTH:** The authorized stock and par value of the non-Delaware corporation is 1,000,000 shares of capital stock at \$1 par value.

**SIXTH:** The merger is to become effective on August 1, 2010.

**SEVENTH:** The Agreement of Merger is on file at 1717 W. Collins Ave., Orange, CA 92867, an office of the surviving corporation.

**EIGHTH:** A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

**IN WITNESS WHEREOF**, said surviving corporation has caused this certificate to be signed by an authorized officer, the 21<sup>st</sup> day of July, A.D., 2010.

By: [Signature]  
Authorized Officer

Name: Steven M. Paskin  
Print or Type

Title: President

# Delaware

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*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"AXIS DENTAL CORPORATION", A TEXAS CORPORATION,  
WITH AND INTO "KERR CORPORATION" UNDER THE NAME OF "KERR CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-EIGHTH DAY OF JULY, A.D. 2010, AT 4:35 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF AUGUST, A.D. 2010.


A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2140186 8100M

100781344



You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8140507

DATE: 07-28-10

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REEL: 004253 FRAME: 0347

## AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("Agreement") is effective as of August 1, 2010 and is by and between Kerr Corporation, a Delaware corporation ("Company") and Axis Dental Corporation, a Texas corporation and a wholly owned subsidiary of Company ("Subsidiary") (collectively "Parties").

### RECITALS

WHEREAS, the Parties intend that, on the terms and subject to the conditions set forth in this Agreement, Subsidiary be merged with and into the Company (the "Merger"), with the Company surviving; and

WHEREAS, the Board of Directors of the Company (the "Company Board") has (i) determined that it is in the best interests of the Company to enter into this Agreement, and (ii) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Merger.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Subsidiary and the Company hereby agree as follows:

### ARTICLE I

#### THE MERGER

SECTION 1.01 The Merger. In accordance with the General Corporation Law of the State of Delaware (the "DGCL"), at the Effective Time, Subsidiary shall be merged with and into the Company. At the Effective Time, the separate corporate existence of Subsidiary shall cease and the Company shall continue as the surviving corporation of the Merger (the "Surviving Corporation").

SECTION 1.02 Closing. The closing of the Merger (the "Closing") will take place at 12:01 a.m. Pacific Time on the 1<sup>st</sup> day of August, 2010.

SECTION 1.03 Effective Time. At the Closing, the Parties hereto shall cause the Merger to be consummated by filing with the Secretary of State in Texas and Delaware a certificate of merger (the "Certificate of Merger") in such form as is required by, and executed and acknowledged in accordance with, the relevant provisions of the local corporate law. The Merger shall become effective at such date and time as the Certificate of Merger is duly filed with the Secretary of State of the State of Delaware or at such subsequent date and time as shall be specified in the Certificate of Merger. The date and time at which the Merger becomes effective is referred to in this Agreement as the "Effective Time".

SECTION 1.06 Directors and Officers. The directors and officers of the Company immediately prior to the Effective Time shall be the initial directors and officers of the Company, or as appointed by the Directors of the Company by resolution or consent, each to

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hold office in accordance with the Certificate of Incorporation and By-Laws of the Surviving Corporation.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to Subsidiary as follows:

SECTION 3.01 Organization and Qualification; Subsidiaries. (a) The Company is a corporation, duly organized, validly existing and in good standing under the laws of Delaware and has the requisite power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted.

### ARTICLE IV

#### REPRESENTATIONS AND WARRANTIES OF THE SUBSIDIARY

The Subsidiary hereby represents and warrants to Company as follows:

SECTION 4.01 Organization and Qualification; Subsidiaries. (a) The Subsidiary is a corporation, duly organized, validly existing and in good standing under the laws of Texas and has the requisite power and authority to own, lease and operate its properties and to carry on its business as it is now being conducted.

### ARTICLE V

#### AGREEMENT

SECTION 5.01 Obligations of Company and Subsidiary. All right(s), title(s), and interest(s) to all property – intangible and tangible – owned by each of the Parties that is a party to the merger is allocated to and vested in, subject to any existing liens or other encumbrances on the property, the Surviving Corporation. Each Party shall take all action(s) necessary to perform its obligations under this Agreement and to consummate the Merger on the terms and subject to the conditions set forth in this Agreement.

### ARTICLE IV

#### MISCELLANEOUS

SECTION 6.01 Entire Agreement. This Agreement constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof and thereof and supersedes all prior or contemporaneous agreements and undertakings, both written and oral, among the Parties hereto or their respective Affiliates, or any of them, with respect to the subject matter hereof and thereof.

SECTION 6.02 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto, and nothing in this Agreement, express or implied, is intended

to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 6.03 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

SECTION 6.04 Waiver of Jury Trial. Each of the Parties hereto hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement. Each of the Parties hereto (a) certifies that no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other Parties hereto have been induced to enter into this Agreement, as applicable, by, among other things, the mutual waivers and certifications in this Section 6.04.

SECTION 6.05 Amendment. This Agreement may be amended by the Parties hereto by action taken by or on behalf of the Company's Board of Directors at any time prior to the Effective Time. This Agreement may not be amended except by an instrument in writing signed by each of the Parties hereto.

SECTION 6.06 Headings. The descriptive headings contained in this Agreement are included for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 6.07 Counterparts. This Agreement may be executed and delivered by any means in two or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Subsidiary and Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

KERR CORPORATION

By: 

Name: Steven M. Paskin

Title: President

Date: 7-21-10

AXIS DENTAL CORPORATION

By: 

Name: Jason R. Davis

Title: Vice President

Date: 7-21-10

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to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 6.03 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

SECTION 6.04 Waiver of Jury Trial. Each of the Parties hereto hereby waives to the fullest extent permitted by applicable law any right it may have to a trial by jury with respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement. Each of the Parties hereto (a) certifies that no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce that foregoing waiver and (b) acknowledges that it and the other Parties hereto have been induced to enter into this Agreement, as applicable, by, among other things, the mutual waivers and certifications in this Section 6.04.

SECTION 6.05 Amendment. This Agreement may be amended by the Parties hereto by action taken by or on behalf of the Company's Board of Directors at any time prior to the Effective Time. This Agreement may not be amended except by an instrument in writing signed by each of the Parties hereto.

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IN WITNESS WHEREOF, Subsidiary and Company have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**KERR CORPORATION**

By: 

Name: Steven M. Paskin

Title: President

Date: 7-21-10

**AXIS DENTAL CORPORATION**

By: 

Name: Jason R. Davis

Title: Vice President

Date: 7-21-10