

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keystone Dental, Inc.		08/17/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Lifecore Biomedical, LLC		
Street Address:	3515 Lyman Boulevard		
City:	Chaska		
State/Country:	MINNESOTA		
Postal Code:	55318		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3354243	LIFECORE DENTAL	
Registration Number:	3367064	LIFECORE DENTAL	
Registration Number:	3341979	LIFECORE DENTAL	
Registration Number:	3354244	LIFECORE DENTAL	
Registration Number:	3367065	LIFECORE DENTAL	
Registration Number:	3172321	LIFECORE PRIMA	
Registration Number:	3341978	LIFECORE DENTAL	
CORRESPONDENCE DATA			
Fax Number:	(612)766-1600		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6127668049		
Email:	trademarkpls@faegre.com		
Correspondent Name:	Tim Cruz/Sarah House		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		

OP \$190.00 3354243

900200701

TRADEMARK  
 REEL: 004611 FRAME: 0800

Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER: 74648-

NAME OF SUBMITTER: Sarah M. House

Signature: /Sarah M House/

Date: 08/25/2011

**Total Attachments: 3**

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## **TRADEMARK AGREEMENT**

THIS AGREEMENT is made and entered into this 17th day of August, 2011, by Keystone Dental, Inc., a Delaware Corporation with a principal place of business at 144 Middlesex Turnpike, Burlington, MA 01803 ("Assignor"), and Lifecore Biomedical, LLC, a Minnesota Limited Liability Company ("Assignee"), with a principal place of business at 3515 Lyman Blvd., Chaska, Minnesota 55318.

**WHEREAS**, as reflected in, among other documents, a Contribution and Exchange Agreement dated June 2, 2008, Assignor in 2008 purchased assets associated with Assignee's dental business; and

**WHEREAS**, the assets conveyed to Assignor in 2008 included inventory of dental products manufactured by Assignee (the "2008 Inventory") with packaging bearing the mark LIFECORE and/or the mark LIFECORE DENTAL and/or the mark LIFECORE PRIMA, as set forth in Schedule A attached hereto (the "Lifecore Marks");

**WHEREAS**, to ensure that Assignor would after the 2008 acquisition have fee simple ownership of 2008 Inventory until such time as Assignor fully depleted that 2008 Inventory and made an intended shift to different branding, Assignee as a part of the 2008 transaction assigned to Assignor rights in the Lifecore Marks; and

**WHEREAS**, excepting the possibility of a de minimus amount, Assignor has now fully depleted the 2008 Inventory and has completed a shift to different branding; and

**WHEREAS**, Assignor and Assignee agree that, consistent with the parties' intent in 2008, ownership of the Lifecore Marks may and should now be transferred back to Assignee;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignor does hereby, without representations or warranties with respect to the Lifecore Marks, transfer, assign, sell and quitclaim to Assignee all right, title, and interest Assignor may have in and to the Lifecore Marks as set forth in Schedule A attached hereto, together with the goodwill of the business symbolized by the Lifecore Marks, all registrations and applications for registration of the Lifecore Marks, and all claims for damages by reason of past infringement of the Lifecore Marks, including all rights therein provided by international conventions and treaties, with the right to sue for and collect for past infringement for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignee agrees that, to the extent 2008 Inventory remains in Assignor's inventory, Assignee may sell and distribute that inventory in the ordinary course of Assignor's business.

Date: August 17, 2011

**KEYSTONE DENTAL, INC.**

By: 

Name: Michael Gibbs

Title: VP & General Counsel

**SCHEDULE A**

**U.S. TRADEMARK REGISTRATIONS**

<b><u>Mark</u></b>	<b><u>Reg. No.</u></b>
LIFECORE DENTAL	3354243
LIFECORE DENTAL	3367064
LIFECORE DENTAL	3341979
LIFECORE DENTAL	3354244
LIFECORE DENTAL	3367065
LIFECORE PRIMA	3172321
LIFECORE DENTAL	3341978

**FOREIGN TRADEMARK REGISTRATIONS**

<b><u>Mark</u></b>	<b><u>Country</u></b>	<b><u>Reg. No.</u></b>
LIFECORE DENTAL	Chile	666,147
LIFECORE DENTAL	Switzerland	509,968
LIFECORE	Switzerland	509,967
LIFECORE	Italy	1,094,218
LIFECORE	Japan	4,715,001