

TRADEMARK ASSIGNMENT

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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
The Natural Dentist, Inc.		02/12/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Caldwell Consumer Health LLC		
Doing Business As:	DBA Revive Personal Products Company		
Street Address:	8 Elmer Street		
City:	Madison		
State/Country:	NEW JERSEY		
Postal Code:	07940		
Entity Type:	LIMITED LIABILITY COMPANY: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3236445	THE NATURAL DENTIST	
Serial Number:	78756121	THE NATURAL DENTIST HEALTHY GUMS	
CORRESPONDENCE DATA			
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Signature:	/Gwynne B. Barrett/		
Date:	11/02/2011		

OP \$65.00 3236445

ASSET PURCHASE AGREEMENT

between

NATURAL DENTIST, INC.

and

CALDWELL CONSUMER HEALTH, LLC D/B/A

REVIVE PERSONAL PRODUCTS

DATED

February 12, 2010

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EXHIBITS

A	Seller Closing Deliverables
B	Purchaser Closing Deliverables

(b)

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, dated February 12, 2010, between Natural Dentist, Inc., a Delaware corporation ("Seller"), and Caldwell Consumer Health, LLC d/b/a Revive Personal Products, a Delaware limited liability company ("Purchaser").

WITNESSETH:

WHEREAS, Seller manufactures, has manufactured, distributes, markets and/or sells the products set forth on Schedule 1(a) (the "Products");

WHEREAS, the parties hereto desire that, at the Closing (such term and each other capitalized term used but not defined in these Recitals, having the meaning set forth in Article I of this Agreement), Seller shall sell to Purchaser, and Purchaser shall purchase from Seller, all of the Purchased Assets and assume all of the Assumed Liabilities upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, the parties intending to be legally bound hereby agree as follows:

ARTICLE I

DEFINITIONS AND TERMS

SECTION 1.1. Definitions.

As used in this Agreement, the following terms shall have the meanings set forth or as referenced below:

"Accounts Receivable" shall mean all accounts receivable, notes receivable and other indebtedness due and owed by any third party to Seller arising or held in connection with the sale of any of the Products prior to the Closing Date.

"Additional Shortfall" shall have the meaning set forth in Section 2.7(d).

"Affiliate" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person at any time during the period for which the determination of affiliation is being made. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise and, in any event and, without limitation of the previous sentence, any Person owning fifty percent (50%) or more of the voting securities of another Person shall be deemed to control that Person.

"Agreement" shall mean this Agreement, including all Schedules and Exhibits attached hereto, as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof.

"Allocation" shall have the meaning set forth in Section 2.8(a).

"Assumed Contracts" shall have the meaning set forth in Section 2.1(a).

"Assumed Liabilities" shall have the meaning set forth in Section 2.4.

"Auditors" shall have the meaning set forth in Section 2.6(b).

"Business" shall mean the business of manufacturing, marketing, distributing and selling the Products as currently conducted by Seller in the Territory.

"Business Day" shall mean any day other than a Saturday, a Sunday or a day on which banks in New York City, New York are authorized or obligated by law or executive order to close.

"Cap" shall have the meaning set forth in Section 8.6(b).

"Cash Equivalents" shall mean cash, checks, money orders, marketable securities, short-term instruments and other cash equivalents, funds in time and demand deposits or similar accounts, and any evidence of indebtedness issued or guaranteed by any Governmental Authority.

"Closing" shall mean the consummation of the transactions contemplated by this Agreement pursuant to the terms of this Agreement.

"Closing Date" shall have the meaning set forth in Section 3.1(a).

"Code" shall mean the Internal Revenue Code of 1986, as amended

"Competition Laws" shall mean Laws of any jurisdiction that are designed or intended to prohibit, restrict or regulate actions that may have the purpose or effect of creating a monopoly, lessening competition or restraining trade.

"Confidentiality Agreement" shall mean that certain letter agreement dated December 4, 2009, between Purchaser and Seller.

"Contingent Payment Date" shall have the meaning set forth in Section 2.6(c).

"Deductible" shall have the meaning set forth in Section 8.6.

"Disputed Item" shall have the meaning set forth in Section 2.7(b).

"Encumbrances" shall mean Liens, defects or irregularities in title, easements, rights-of-way, covenants, restrictions and other matters typically raised as exceptions in a commitment to issue a title insurance policy.

"Environmental Law" shall mean any applicable Law relating directly or indirectly to (i) the protection of the environment (including air, water vapor, surface water, groundwater, drinking water supply, surface or subsurface land), (ii) occupational health and

safety or (iii) the exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, recycling, Release or disposal of, Hazardous Materials.

"Environmental Liabilities" shall mean all Liabilities and Losses arising under Environmental Laws, including Liabilities and Losses resulting from (i) failure to comply with any requirement of, or any liability imposed under, any Environmental Law, (ii) failure to obtain or comply with any required Environmental Permit, (iii) any Release of Hazardous Materials or Remedial Action or (iv) harm or injury to any real property, to any Person, to public health or to any natural resource as a result of exposure to Hazardous Materials (other than Remedial Action).

"Environmental Permit" shall mean a permit, license, certificate, approval or authorization issued by a Governmental Authority pursuant to an Environmental Law.

"Equipment" shall mean all machines, equipment, tools, , supplies, materials and other similar items of tangible personal property (excluding Inventories) owned or leased by Seller, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component thereof and all maintenance records and other documents relating thereto.

"Estimated Inventory Value" shall have the meaning set forth in Section 2.6(a).

"Excluded Assets" shall have the meaning set forth in Section 2.3.

"FDA" means the Food and Drug Administration and any successor agency.

"Final Inventories" shall have the meaning set forth in Section 2.7(c).

"Financial Information" shall mean (a) the audited financial statements of Seller for the years ended December 31, 2006, 2007 and 2008 and (b) the unaudited financial statements of Seller for the year ended December 31, 2009, all of which is attached hereto as Schedule 1.1(a).

"Formulae" shall mean the percentages and specifications of ingredients used to manufacture the Products that, in each case, are owned solely by Seller and used to manufacture the Products on the date hereof.

"GAAP" shall mean accounting principles and practices generally accepted in the United States of America, as amended from time to time.

"Governmental Authority" shall mean any supranational, national, federal, state or local judicial, legislative, executive or regulatory authority, body or instrumentality, including the FDA.

"Governmental Authorizations" shall mean all licenses, permits, certificates and other authorizations and approvals required to carry on the Business under the applicable Laws of any Governmental Authority.

"Governmental Order" shall mean any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Hazardous Materials" shall mean all materials, pollutants or contaminants regulated pursuant to any Environmental Law, including oils, petroleum, petroleum products, asbestos and asbestos-containing materials.

"Initial Purchase Price" shall have the meaning set forth in Section 2.6(a).

"Income Taxes" shall mean all Taxes based upon, measured by, or calculated with respect to gross or net income or gross or net receipts or profits (including any capital gains and minimum Taxes, but not including sales, use, real or personal property transfer or other similar Taxes).

"Indemnified Party" shall have the meaning set forth in Section 8.3.

"Indemnifying Party" shall have the meaning set forth in Section 8.3.

"Independent Accountant" shall have the meaning set forth in Section 2.7(c).

"Intellectual Property" shall mean, collectively, all unpatented inventions, invention disclosures, multinational invention registrations, patents and patent applications, both U.S. and foreign, (including, but not limited to, all reissues, divisionals, continuations, continuations-in-part, extensions and reexaminations thereof) and all rights therein provided by law, multinational treaties or conventions; publications and copyrights; together with the Trademark Rights, the Know-How, the Related Rights, the Technical Information, the Worldwide Domain Names, the Worldwide Trademarks and the Seller Names.

"Inventories" shall mean all raw materials, work in process and finished goods inventories of the Products, owned by Seller and wherever located.

"Inventories Statement" shall have the meaning set forth in Section 2.7(a).

"Knowledge of Seller" shall mean the actual knowledge of any of the individuals listed on Schedule 1.1(b) regarding the accuracy of the representations and warranties contained in this Agreement.

"Know-How" means all Formulae, trade secrets, technology and technical, scientific and clinical information and data that, in each case, are related to the Products, are owned by Seller and are necessary to manufacture, quality-control, package, store and register the Products as it is manufactured, quality controlled, packaged, stored and registered as of the date hereof.

"Laws" shall include any federal, state, foreign or local law, common law, statute, ordinance, rule, regulation, code or Governmental Order.

"Liabilities" shall mean any and all debts, liabilities, assessments, expenses, claims, losses, damages, deficiencies and obligations, whether accrued or fixed, known or unknown, absolute or contingent, matured or unmatured or determined or determinable.

"Liens" shall mean any lien, security interest, mortgage, pledge, assessment, adverse claim, levy, charge or other encumbrance of any kind, or any contract to give any of the foregoing. Any claim by any Third Party with respect to any infringement of patents included in the Intellectual Property that has not been asserted against Seller by such Third Party on or prior to the Closing or as to which Seller has no Knowledge as of the Closing shall not constitute an "adverse claim" or otherwise constitute a Lien within the meaning of this Agreement.

"Losses" shall have the meaning set forth in Section 8.1(a).

"Major Customers" shall have the meaning set forth in Section 5.16.

"Major Suppliers" shall have the meaning set forth in Section 5.16.

"Material Adverse Effect" shall mean, with respect to Seller, any change effect, event, circumstance, occurrence or state of facts that is or would reasonably be expected to be materially adverse to (i) the business, results of operations or financial condition of the Business, taken as a whole, or (ii) the ability of Seller to consummate the transactions contemplated by this Agreement; provided, that none of the following changes, effects, events, circumstances, occurrences or states of facts shall be deemed, either alone or in combination, to constitute a Material Adverse Effect, or be taken into account in determining whether there has been or would reasonably be expected to be a Material Adverse Effect: (a) changes or effects in the general economic conditions or other changes or effects, including legal, tax or regulatory changes, that generally affect the industry in which the Business operates and that do not disproportionately affect the Business relative to other participants in such industries; (b) changes in GAAP; (c) changes or effects that arise out of or are attributable to the commencement, occurrence, continuation or intensification of any war, sabotage, armed hostilities or acts of terrorism; or (d) changes or effects that arise out of or are attributable to the negotiation, execution, public announcement or performance of this Agreement, including the impact thereof on relationships, contractual or otherwise, with customers, suppliers, distributors, partners or employees.

"Material Assumed Contract" shall have the meaning set forth in Section 5.10.

"Material Intellectual Property" shall have the meaning set forth in Section 5.11.

"NDC" shall mean the National Drug Code, if any, for each of the Products.

"Net Sales" shall mean with respect to sales of Qualified Products, the amount of gross sales of all such Qualified Products by Purchaser, its Affiliates and its licensees to third parties, net of: (i) ordinary and customary quantity, cash, trade and promotional discounts, charges, rebates and allowances, including spoils allowances, actually taken for sales; (ii) sales, excise and other taxes and duties paid or allowed by the selling party and any other similar governmental charges imposed upon the production, importation, use or sale of Products, which charges shall be separately noted on the relevant invoice; (iii) actual freight charges for shipment

of Products to customers; (iv) allowances and credits actually given or made to customers for goods rejected at the time of delivery, as well as allowances and credits given or made on account of rejection, recall, withdrawal, return, or destructions of Products previously delivered; and (v) coop advertising and markdowns or other price adjustments. Sales between or among Purchaser and its Affiliates shall be excluded from the computation of Net Sales. All of the foregoing, except for (iii), shall be calculated in accordance with GAAP.

"Nonassigned Asset" shall have the meaning set forth in Section 2.2(b).

"Non-Competitive Period" shall have the meaning set forth in Section 7.7.

"Non-Solicitation Agreements" shall mean, collectively, the Non-Solicitation Agreements entered into by Seller and by each of the Persons attributed with Knowledge hereunder and listed on Schedule 1.1(a), pursuant to which each such Person agrees that for a period to twenty-four (24) months commencing on the Closing Date, he/she/it will not solicit any employee of Purchaser for employment, subject to customary exceptions.

"Party" means, Seller or Purchaser individually, as the context so requires, and the term "Parties" means collectively, Seller and Purchaser.

"Period Contingent Amount" shall have the meaning set forth in Section 2.6(b).

"Permitted Encumbrances" shall mean (i) Liens arising out of operation of Law with respect to a Liability incurred in the ordinary course of business and which is not delinquent and (ii) Liens for Taxes not yet due, payable or delinquent, or which are being contested in good faith.

"Person" shall mean an individual, a limited liability company, joint venture, a corporation, a partnership, an association, a trust, a division or an operating group of any of the foregoing or any other entity or organization.

"Product Registrations" shall have the meaning set forth in Section 5.9(a).

"Products" shall have the meaning set forth in the Recitals to this Agreement.

"Purchase Price" shall have the meaning set forth in Section 2.6.

"Purchased Assets" shall have the meaning set forth in Section 2.1.

"Purchaser" shall have the meaning set forth in the heading of this Agreement.

"Purchaser Material Adverse Effect" shall have the meaning set forth in Section 6.3.

"Qualified Product" shall mean each Product and any improvement, modification or derivation thereof, provided such improved, modified or derived product is based on the same Intellectual Property embodied in such Product and is marketed and sold as either mouth wash/mouth rinse or toothpaste.

"Registration Information" shall mean copies of the Product Registrations, together with copies of correspondence between Seller and the applicable Governmental Authority, current approved packaging and any other existing files and dossiers, in each case relating solely to the Product Registrations and/or to the underlying data or information used to support, maintain or obtain marketing authorization of the underlying Product.

"Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, injecting, depositing, disposing, discharging, dispersal, escaping, dumping, migrating or leaching into or through the environment, including surface water, soil or groundwater (including the abandonment or discarding of barrels, containers, and other receptacles containing Hazardous Materials), or as otherwise defined under Environmental Laws.

"Remedial Action" shall mean action to clean up soil, sediments, surface water or groundwater in response to a Release of Hazardous Materials, including: associated action taken to investigate, monitor, assess and evaluate the extent and severity of any such Release; action taken to remediate any such Release; post-remediation monitoring of any such Release; and preparation of all reports, studies, analyses or other documents relating to the above. "Remedial Action" also shall refer to any judicial, administrative or other proceeding relating to any of the above, including: the negotiation and execution of judicial or administrative consent decrees; responding to information requests by any Governmental Authority; and defending claims brought by any Governmental Authority or any other Person, whether such claims are equitable or legal in nature, relating to the cleanup of the environment, including soil, surface water, groundwater, and sediments in response to a Release of Hazardous Materials and associated actions.

"Related Rights" means all rights and contingent rights of Seller in and to, including rights to enforce the terms of, all agreements, commitments, contracts, understandings, licenses, assignments, indemnities, confidentiality agreements and noncompetition agreements of, and any agreements relating to the assignment of inventions made by, prior and present employees or consultants or other independent contractors of Seller and any such agreements with any other Person with respect to the Intellectual Property

"Representatives" means, with respect to any Party to this Agreement, such Party's Affiliates and their respective parents, directors, officers, employees, attorneys, accountants, representatives, financial advisors, lenders, consultants, and other agents.

"Resolution Period" shall have the meaning set forth in Section 2.7(c).

"Restricted Field" shall have the meaning set forth in Section 7.8(a).

"Retained Liabilities" shall have the meaning set forth in Section 2.5.

"Securities Act" shall mean the Securities Act of 1933, as amended.

"Seller" shall have the meaning set forth in the heading of this Agreement.

"Seller Names" shall mean the name "Natural Dentist" and any and all permutations and combinations thereof used and/or owned by Seller.

"Tax Return" shall mean any return, report, declaration, information return, statement or other document filed or required to be filed with any Taxing Authority in connection with the determination, assessment or collection of any Tax.

"Taxes" shall mean all taxes, charges, duties, fees, levies or other assessments in the nature of a tax, including income, excise, property, sales or use, value added, profits, license, withholding, payroll, employment, net worth, capital gains, transfer, stamp, social security, environmental, occupation and franchise taxes, imposed by any Taxing Authority, and including any interest, penalties and additions attributable thereto.

"Taxing Authority" shall mean any Governmental Authority, exercising any authority to impose, regulate or administer the imposition of Taxes.

"Technical Information" shall mean all customer, dealer and supplier lists and correspondence; serial number records; engineering, manufacturing, design, installation and other technical drawings and specifications, calculations and manufacturing and production processes, techniques and batch records; scientific, technical, research and development information; FDA inspection reports; operating, maintenance and repair manuals and instruction books; cost and estimating information, and other business records; consultant's reports; bills of material, lab notebooks and other data records, test data and selected test material samples; and all technical data (including, but not limited to, data stored electronically or on other format, together with an assignment of any Third Party licenses necessary to use such data) relating to the Intellectual Property or otherwise owned, held or possessed by Seller and relating to the Products or any other of the Purchased Assets.

"Territory" shall mean, with respect to each Product, worldwide.

"Third Party(ies)" shall mean any party other than a Party to this Agreement or their Affiliates.

"Third Party Claim" shall have the meaning set forth in Section 8.4(a).

"Third Party Claim Notice" shall have the meaning set forth in Section 8.3.

"Transfer Taxes" shall mean any federal, state, county, local, foreign and other sales, use, transfer, value added, conveyance, documentary transfer, stamp duty, recording or other similar Tax imposed in connection with the transactions contemplated by this Agreement or the recording of any sale, transfer or assignment of property (or any interest therein) effected pursuant to this Agreement.

"Trademark Rights" shall mean the registered and unregistered trademarks, service marks, brand names and certification marks set forth on Schedule 1.1(c), and shall include any trade dress rights, registered and unregistered of any of the Products, together with all goodwill associated with the foregoing.

"UPC" shall the Universal Product Code for each of the Products.

"Worldwide Domain Names" shall mean the domain names listed on Schedule 1.1(d).

"Worldwide Trademarks" shall mean the registered and unregistered trademarks listed on Schedule 1.1(d), excluding the Trademark Rights.

SECTION 1.2. Other Definitional Provisions.

The words "hereof", "herein", "hereto" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(a) The terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa; and the masculine gender will include the feminine and neuter genders, and vice versa, as the context will require.

(b) The terms "U.S. dollars" and "\$" shall mean lawful currency of the United States of America.

(c) The term "including" shall mean "including, without limitation."

(d) When a reference is made in this Agreement to an Article, a Section, an Exhibit or a Schedule, such reference shall be to an Article of, a Section of, or an Exhibit or a Schedule to, this Agreement unless otherwise indicated.

ARTICLE II

PURCHASE AND SALE

SECTION 2.1. Purchase and Sale of Assets.

Upon the terms and subject to the conditions set forth herein, at the Closing, Seller shall sell, convey, assign and transfer to Purchaser, and Purchaser shall purchase, acquire and accept from Seller, free and clear of all Liens (other than Permitted Encumbrances and the Assumed Liabilities), all the right, title and interest in the Territory of Seller in, to or under the assets set forth below (collectively, the "Purchased Assets"):

(a) the listed contracts and other agreements and commitments (including, purchase orders for the Products) that are set forth on Schedule 2.1(a) (the "Assumed Contracts");

(b) the Inventories;

(c) the Intellectual Property;

(d) all data, records, files, manuals, and other documentation, if any, related to the Purchased Assets, including: (i) sales promotion materials, creative materials, art work, photographs, public relations and advertising material, studies, clinical and pre-clinical data,

reports, adverse events data, correspondence, media materials, sales training materials (including distribution and sales promotion information) and other similar documents and records, in each case, used solely with respect to the Purchased Assets and in Seller's possession, whether in electronic form or otherwise; and (ii) all other books and records related to the Purchased Assets;

(e) all policies and procedures, methods of delivery of services, trade secrets, disks, drawings and specifications, market studies, consultants' reports, prototypes, and all similar property of any nature, tangible or intangible, if any, in each case, related to or used in connection with the Products and/or the Business;

(f) all goodwill incident to the Purchased Assets and the Business;

(g) Registration Information relating to the Purchased Assets (including Product Registrations and pending applications and applications that are in the process of being prepared by Seller or any of its Affiliates for Product Registrations), to the extent transferable;

(h) Governmental Authorizations relating to the Purchased Assets and the Business, to the extent transferable;

(i) all customer and vendor lists to the extent relating to the Purchased Assets and the Business, all files and documents (including credit information) to the extent relating to customers and vendors of the Business and all other business, financial, sales and credit and purchase records, files, books and documents (whether in hard copy or computer format, but excluding any personnel records), in each case, to the extent relating to the Purchased Assets and the Business; provided, however, that Seller may retain a copy of (i) all financial records of Seller, and (ii) any other books and records to the extent necessary for Tax, accounting, litigation or other valid business purpose, (iii) any correspondence to, with or from any Person;

(j) the Equipment set forth on Schedule 2.1(j);

(k) all UPCs and NDCs; and

(l) all trade show booths and displays, as well as all sales, promotional and point of sale materials

SECTION 2.2. Consents.

(a) Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign or transfer any Assumed Contract or other Purchased Asset that is not assignable or transferable without the consent of any Person, other than Seller, Purchaser or any of their respective Affiliates, to the extent that such consent shall not have been given prior to the Closing; provided, however, that Seller shall use commercially reasonable efforts after the Closing to obtain, and Purchaser shall use its commercially reasonable efforts to assist and cooperate with Seller in connection therewith, all necessary consents to the assignment and transfer thereof.

(b) With respect to any Assumed Contract or other Purchased Assets that is not transferred or assigned to Purchaser at the Closing by reason of Section 2.2(a) (the "Nonassigned Asset"), after the Closing and until any requisite consent is obtained and the foregoing is transferred and assigned to Purchaser, Seller shall provide to Purchaser substantially comparable benefits thereof and shall enforce, at the request of and for the account of Purchaser, any rights of Seller arising thereunder against any Person, including the right to elect to terminate in accordance with the terms thereof upon the advice of Purchaser. To the extent that Purchaser is provided with benefits of any Nonassigned Asset, Purchaser shall perform, at the direction of Seller, the obligations of Seller thereunder. Notwithstanding anything to the contrary set forth herein, to the extent that any Assumed Liability relates to any Nonassigned Asset, such Assumed Liability shall be deemed to be a Retained Liability until such Nonassigned Asset is transferred and assigned to Purchaser, or unless Purchaser (but solely to the extent that it) obtains the benefit of such Nonassigned Asset under this Section 2.2(b).

SECTION 2.3. Excluded Assets.

Purchaser acknowledges that it is not acquiring any right, title or interest in, to or under any of the following assets (collectively, the "Excluded Assets"):

- (a) any Cash Equivalents;
- (b) any Accounts Receivable;
- (c) any Tax losses and Tax loss carryovers and any rights to receive refunds, credits or other recoupment of any Taxes of Seller ;
- (d) (i) the corporate books and records of Seller to the extent not related to the Purchased Assets, including those portions of the Tax Returns and other corporate books and records that do not relate to the Purchased Assets, (ii) all personnel records, (iii) any attorney work product, attorney-client communications and other items protected by attorney-client privilege and (iv) any documents that were received from third parties in connection with their proposed acquisition of the Purchased Assets or the Products or that were prepared by Seller or any of its Affiliates in connection therewith;
- (e) subject to Section 7.8, any current and prior insurance policies and all rights of any nature with respect thereto, including all insurance recoveries thereunder and rights to assert claims with respect to any such insurance recoveries;
- (f) Natural Dentist, Inc., the name under which Seller was incorporated in the State of Delaware;
- (g) any real estate owned or leased by Seller or any of its Affiliates;
- (h) any rights, claims and credits of Seller or of any of its Affiliates relating to any Excluded Asset or any Retained Liability, including any guarantees, warranties, indemnities and similar rights in favor of Seller relating to any Excluded Asset or any Retained Liability;

(i) any assets, properties or rights of Seller or any of its Affiliates, other than the Purchased Assets; and

(j) all rights of Seller under this Agreement.

SECTION 2.4. Assumption of Certain Obligations.

Upon the terms and subject to the conditions set forth herein, Purchaser agrees, effective at the Closing, to assume and to satisfy and discharge the following Liabilities of Seller and its Affiliates, in each case other than the Retained Liabilities (collectively, the "Assumed Liabilities"):

(a) all Liabilities arising out of or relating to lawsuits and claims, but only to the extent such Liabilities are attributable to an action, omission, performance or non-performance, or an event, condition or circumstance arising after the Closing Date;

(b) all Liabilities arising out of or relating to any Assumed Contract (excluding all purchase orders for any and all Products) but only to the extent such Liabilities are attributable to any action, omission, performance or non-performance, or an event condition or circumstance arising, after the Closing Date;

(c) all Liabilities arising out of or relating to any and all purchase orders for Products to be delivered after the Closing;

(d) all Liabilities arising out of or relating to rebates, credits or returns of any Product sold after the Closing Date;

(e) all Liabilities to suppliers or other third parties under any Assumed Contract for materials and services, to the extent relating to the Business, ordered in the ordinary course of business prior to the Closing, but scheduled to be delivered or provided after the Closing;

(f) all Liabilities to customers under purchase orders for Products that have not yet been shipped at the Closing;

(g) all Liabilities for any recall or post-sale warning in respect of any Product sold and/or delivered after the Closing;

(h) All Liabilities for (i) any Taxes arising out of or relating to the use, ownership, possession, operation, occupancy, sale or lease of the Products, the Business, or the Purchased Assets after the Closing (including any Straddle Period Taxes allocable to a Post-Closing Tax Period determined in accordance with Section 2.9(b)), (ii) the Taxes attributable to the acts or omissions of Purchaser occurring after the Closing and (iii) fifty percent (50%) of any Transfer Taxes attributable to the transfer of the Purchased Assets pursuant to this Agreement; and

(i) all other Liabilities (including Environmental Liabilities) arising out of or relating to the Products, the Business, or the Purchased Assets, including the use, ownership,

possession, operation, occupancy, sale or lease of the Purchased Assets, but only to the extent such Liabilities arise after the Closing Date.

SECTION 2.5. Retained Liabilities.

Notwithstanding anything to the contrary set forth in Section 2.4, Seller and its Affiliates shall retain and be responsible for the following Liabilities relating to the Business (the "Retained Liabilities"):

(a) all Environmental Liabilities, other than Liabilities referred to in Section 2.4(i);

(b) all Liabilities to suppliers or other third parties for materials and services incurred prior to the Closing Date, other than Liabilities referred to in Sections 2.4(b) and (c);

(c) all Liabilities arising out of or relating to rebates, credits or returns of any Product sold prior to the Closing Date;

(d) all Liabilities to the extent related to the Excluded Assets;

(e) all Liabilities relating to the current or former employment or engagement of any current or former employee or consultant of Seller;

(f) all Liabilities arising out of or relating to any Assumed Contract prior to the Closing;

(g) all Liabilities arising out of or relating to Taxes imposed on or incurred by Seller, including all fifty percent (50%) of any Transfer Taxes attributable to the transfer of the Purchased Assets pursuant to this Agreement, but excluding Liabilities referred to in Section 2.4(h);

(h) all other Liabilities relating to the Products, the Business or the Purchased Assets to the extent such Liabilities arise prior to the Closing Date and are not Assumed Liabilities; and

(i) all Liabilities arising from or related to Imperial Capital, LLC (f/k/a The Mercanti Group), including the payment of any and all fees due and owing thereto.

SECTION 2.6. Purchase Price.

(REDACTED)

(REDACTED)

(REDACTED)

SECTION 2.7. Purchase Price Adjustment.

(REDACTED)

(REDACTED)

(REDACTED)

SECTION 2.8. Allocation of Purchase Price.

(REDACTED)

SECTION 2.9. Transfer Taxes; Proration of Property Taxes.

(REDACTED)

(REDACTED)

SECTION 2.10. Agreements Outside the United States.

If any separate agreements are necessary for the sale, assignment, transfer or assumption of any Purchased Assets or Assumed Liabilities outside of the United States, such agreements shall be on terms wholly consistent with and as close as reasonably possible to the terms of this Agreement insofar as they are relevant to such Purchased Assets or Assumed Liabilities outside the United States. Each Party shall be responsible for its own legal costs in connection with this Section 2.10.

ARTICLE III

CLOSING

SECTION 3.1. Closing.

(a) The Closing and consummation of the transactions contemplated hereunder shall occur simultaneously with the execution hereof (the "Closing Date") at Purchaser's location. The Closing shall be deemed to occur and be effective as of the close of business on the Closing Date (5 p.m., EST).

(b) At the Closing, Seller shall deliver, or cause to be delivered, to Purchaser the instruments and documents set forth on Exhibit A, in each case in a form reasonably acceptable to Purchaser.

(c) At the Closing, Purchaser shall deliver to Seller (i) the Purchase Price, by wire transfer in immediately available funds to one or more accounts that have been specified in writing by Seller at least two (2) Business Days prior to the Closing Date and (ii) the instruments and documents set forth on Exhibit B, in each case in a form reasonably acceptable to Seller.

ARTICLE IV

CONDITIONS TO CLOSING

SECTION 4.1. Conditions to the Obligations of Purchaser and Seller.

(a) The respective obligations of each of the Parties to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction of the condition precedent that there shall not (i) be in effect any applicable Law or Governmental Order that makes illegal or enjoins or prevents in any respect the consummation of the transactions contemplated by this Agreement or (ii) have been commenced and be continuing any action or proceeding by any Governmental Authority of the Territory that seeks to make illegal, enjoin or prevent in any respect the transactions contemplated by this Agreement.

SECTION 4.2. Conditions to the Obligations of Purchaser.

The obligation of Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction of the following additional conditions precedent:

(a) Seller shall have performed and complied in all material respects its agreements and obligations contained in this Agreement required to be performed by it at the Closing. The representations and warranties of Seller contained in Section 5.2 shall be true and correct in all material respects (other than representations and warranties subject to "materiality" or "Material Adverse Effect" qualifiers, which shall be true, complete and correct as stated) as of the date of this Agreement, and all other representations and warranties of Seller contained herein shall be true and correct as of the date of this Agreement, except for breaches of such other representations and warranties that would not, individually or in the aggregate, have a Material Adverse Effect.

(b) Receipt from the Seller of the instruments and documents set forth on Exhibit A.

SECTION 4.3. Conditions to the Obligations of Seller.

The obligation of Seller to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction of the following additional condition precedent:

(a) Purchaser shall have performed in all material respects its agreements and obligations contained in this Agreement required to be performed by it at the Closing. The representations and warranties of Purchaser contained in Section 6.2 shall be true and correct in all material respects (other than representations and warranties subject to "materiality" or "Material Adverse Effect" qualifiers, which shall be true, complete and correct as stated) as of the date of this Agreement and all other representations and warranties of Purchaser contained

herein shall be true and correct in all material respects as of the date of this Agreement (except for those representations and warranties that address matters as of a particular date, which need be true in all material respects only as of such date).

(b) receipt from the Purchase of the Purchase Price and the instruments and documents set forth on Exhibit B.

(c) Seller shall have received from Purchaser a New Jersey Division of Taxation Form ST-3 (or ST-3NR) "resale certificate" with respect to Purchaser's purchase of the Inventory, and Purchaser shall, as soon as practicable, furnish a "resale certificate" for each other state in which sales or other transfer Tax would otherwise be due with respect to such purchase.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF SELLER

On the date hereof, Seller hereby represents and warrants to Purchaser as follows:

SECTION 5.1. Organization.

Seller is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware.

SECTION 5.2. Authority; Binding Effect.

(a) Seller has all requisite corporate power and authority to own and operate its properties and assets, to carry on its business as it is now being conducted and to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by Seller of this Agreement and the performance by Seller of its obligations hereunder have been duly authorized by all requisite corporate action.

(b) This Agreement has been duly executed and delivered by Seller and constitutes a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

SECTION 5.3. Non-Contravention.

The execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated hereby do not and will not (i) violate any provision of the certificate of incorporation or bylaws of Seller; (ii) subject to obtaining the consents referred to in Schedule 5.3, conflict with, or result in the breach of, constitute a default under, result in the termination, cancellation or acceleration (whether after the giving of notice or the lapse of time or both) of any right or obligation of Seller under, or to a loss of any benefit of the Business to which Seller is entitled under, any agreement, lease of real estate or license of intellectual property to which Seller is a party or to which its assets are subject and which relates solely to the Business, or result in the creation of any Lien upon any of the Purchased Assets; and (iii) assuming compliance with the matters set forth in Sections 5.4 and 6.4, violate or result in a breach of, or constitute a default under, any Law or other restriction of any Governmental

Authority to which Seller is subject except, with respect to clauses (ii) and (iii), as would not reasonably be expected to have a Material Adverse Effect.

SECTION 5.4. Governmental Authorization.

Except as set forth on Schedule 5.4, the execution and delivery of this Agreement by Seller and the consummation of the transactions contemplated hereby, do not require any consent or approval of, or any notice to or other filing with, any Governmental Authority.

SECTION 5.5. Financial Information.

The Financial Information has been prepared from the books and records of Seller and fairly presents, in all material respects, as of the dates therein specified and for the periods indicated, the financial condition and results of operations of the Seller.

SECTION 5.6. Absence of Material Changes.

Except as set forth on Schedule 5.6 or as otherwise set forth in the Financial Information, the Business has been operated in the ordinary course consistent with past practice and since December 31, 2009, there has not been:

- (a) any Material Adverse Effect;
- (b) any sale, lease, license, abandonment or other disposition by Seller of any material assets used solely in the Business, except (i) in the ordinary course of business, (ii) to Seller, or (iii) in connection with the transactions contemplated hereby; or
- (c) any agreement or commitment to take any action described in this Section 5.6.

SECTION 5.7. No Litigation.

Except as set forth on Schedule 5.7, no litigation, investigation or proceeding by or before any Governmental Authority, in each case relating to the Purchased Assets or the Business, is pending against or, to the Knowledge of Seller, threatened in writing against Seller.

SECTION 5.8. Compliance with Laws.

Except with respect to Product Registrations (which are the subject of Section 5.9), and except as to matters set forth in Schedule 5.8:

- (a) Seller is in compliance with all Laws applicable to the ownership or operation of its Business, including all Laws relating to Environmental Laws, the payment of all Taxes due and payable by Seller and the filing of all material Tax Returns, except as would not be reasonably expected to result in a Material Adverse Effect; and
- (b) Seller possesses, and is in compliance in all material respects with, all Governmental Authorizations necessary for the conduct of its Business as it is currently conducted.

SECTION 5.9. Product Registrations.

(a) Schedule 5.9 sets forth, as of the date hereof, a list of all Governmental Authorizations granted to Seller by, or pending with, any Governmental Authority in the Territory solely to market any of the Products (the "Product Registrations").

(b) Except as set forth on Schedule 5.9, and without a duplication of the representations in Section 5.13, all Products sold under the Product Registrations are manufactured and marketed in all material respects in accordance with the specifications and standards contained in such Product Registrations.

SECTION 5.10. Material Contracts.

Schedule 2.1(a) sets forth, as of the date of this Agreement, each Assumed Contract, to which Seller is a party that relates to the Products and/or the Business and that is material to the Business (each, a "Material Assumed Contract"). Seller has made available to Purchaser true and complete copies of all Material Assumed Contracts. Except as disclosed in Schedule 5.10, (i) each Material Assumed Contract is valid and binding on Seller and, to the Knowledge of Seller, the other party thereto, and is in full force and effect, and (ii) neither Seller nor, to the Knowledge of Seller, any other party thereto is in material breach of, or material default under, any Material Assumed Contract, and no event has occurred that, with the giving of notice or lapse of time or both, would constitute such a breach or default.

SECTION 5.11. Intellectual Property.

The Schedule 1.1(b) and Schedule 1.1(c) set forth, as of the date of this Agreement, all registered and material unregistered trademarks, trademark applications, service marks, tradenames, brand names, certification marks, domain names and intellectual property license agreements that are owned or held by Seller, or to which Seller is a party, and that, in each case, are used in the Business. Except as otherwise set forth on Schedule 5.11, (i) the Intellectual Property that is material to the Business (the "Material Intellectual Property") is listed on Schedule 5.11 and is enforceable, valid and subsisting, and there is no objection or claim being asserted or threatened by any Person with respect to the ownership, validity or enforceability of any Material Intellectual Property (excluding any office actions issued by any trademark office); (ii) on the date of this Agreement, Seller is the sole and exclusive owner of the Material Intellectual Property; (iii) no license of any kind relating to any Material Intellectual Property has been granted by Seller (except for nonexclusive licenses to customers and suppliers in the ordinary course of business); and (iv) the Material Intellectual Property is, to the Knowledge of Seller, free and clear of any Liens, other than Permitted Encumbrances. Except as set forth on Schedule 5.11, (i) to the Knowledge of Seller, the Business activities, Products and services as currently operated does not infringe, misappropriate or otherwise violate or conflict with the intellectual property of any Person and (ii) other than any office actions issued by any trademark office, no claim, action, investigation or proceeding by or before any Governmental Authority is pending or, to the Knowledge of Seller, has been threatened claiming that the Business as currently operated infringes, misappropriates or otherwise violates or conflicts with the intellectual property of any Person.

SECTION 5.12. Purchased Assets.

Except as set forth on Schedule 5.12, the Seller owns, leases or has the exclusive legal right to use all of the Purchased Assets. Except as disclosed on Schedule 5.12, the Seller has good and marketable title to all the Purchased Assets free and clear of all Liens, except for Permitted Encumbrances.

SECTION 5.13. Product Recalls.

Except as set forth on Schedule 5.13, there has not been, nor, to the Knowledge of Seller, is there currently under consideration by Seller or any Governmental Authority, any recall or post-sale warning in the Territory in respect of any Product.

SECTION 5.14. Books and Records.

All books of account and other financial books and records of Seller relating solely to the Purchased Assets that have been provided by Seller to Purchaser are true and correct in all material respects and have been prepared and maintained in accordance with GAAP and, where applicable, in compliance in all material respects with all Laws.

SECTION 5.15. No Significant Items Excluded.

Except as set forth in this Agreement, the Purchased Assets include all assets, properties, contracts, permits or other items that are owned or used by Seller or its Affiliates and are of material importance or usefulness to the Business.

SECTION 5.16. Customers and Suppliers.

(REDACTED)

SECTION 5.17. Title of Purchased Assets; Sufficiency of Purchased Assets.

Subject to Section 2.2, Purchaser will receive (a) beneficial title to all of the Purchased Assets, and (b) legal title to all of the Purchased Assets, free and clear of all Liens, except for Permitted Encumbrances and Liens, if any, established or incurred by Purchaser. Seller is the owner of the Purchased Assets and there are no other Affiliates of Seller that have any legal title to or beneficial interest in or to any of the Purchased Assets to be transferred to

Purchaser hereunder. Except for the Purchased Assets, there is no other Intellectual Property owned by Seller necessary to make, have made, use or sell the Purchased Assets.

SECTION 5.18. Brokers.

(REDACTED)

SECTION 5.19. Insurance.

(REDACTED)

SECTION 5.20. Taxes.

Except as otherwise provided on Schedule 5.20:

(a) Seller has never been a member of a group of corporations filing consolidated federal income tax returns and is not required to file consolidated, unitary, combined or similar Tax Returns with any Taxing Authority;

(b) Seller has filed all Tax Returns required to be filed by it (all of which are true and correct in all material respects), has paid all Taxes due and payable by Seller on or prior to the Closing Date and has complied in all material respects with all of its obligations relating to Taxes;

(c) None of the Purchased Assets is subject to any Liens in respect of Taxes, other than for Taxes not currently due and payable;

(d) Seller has collected all sales, use and value added Taxes that it was required or permitted to collect, and Seller has remitted, or will remit on a timely basis, such Taxes that have become due and payable prior to the Closing Date to the appropriate Taxing Authorities and have furnished properly completed exemption certificates with respect to such Taxes for all exempt transactions;

(e) Seller has properly withheld income and social security or other similar Taxes and paid payroll Taxes with respect to all persons properly characterized as employees for federal, state or local Tax purposes;

(f) Schedule 5.20 contains a complete and accurate list of (i) all jurisdictions to which any Tax has been paid or is properly payable by or with respect to Seller or the Purchased Assets, and (ii) all Tax returns that have been filed or are properly required to be filed in any such jurisdiction and on which Taxes are required to be shown by or with respect to Seller or the Purchased Assets; and

There are no Tax-related litigation, proceedings or claims pending or threatened in writing to be claimed against Seller or with respect to the Business, there are no currently ongoing audits, examinations or reviews of any Tax Returns filed by Seller and Seller has not been contacted by any Taxing Authority regarding any Tax Returns filed by Seller or the failure by Seller to file any Tax Returns.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF PURCHASER

On the date hereof, Purchaser represents and warrants to Seller as follows:

SECTION 6.1. Organization.

Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware.

SECTION 6.2. Authority; Binding Effect.

(a) Purchaser has all requisite power and authority to own and operate its properties and assets, to carry on its business as it is now being conducted and to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery by Purchaser of this Agreement, and the performance by Purchaser of its obligations hereunder, have been duly authorized by all requisite company action.

(b) This Agreement has been duly executed and delivered by Purchaser and constitutes a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or similar laws affecting creditors' rights generally or by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or law).

SECTION 6.3. Non-Contravention.

The execution, delivery and performance by Purchaser of this Agreement and the consummation of the transactions contemplated hereby, do not and will not (i) violate any provision of the operating agreement, certificate of formation, bylaws or other organizational documents of Purchaser, (ii) conflict with, or result in a breach of, constitute a default under or result in the termination, cancellation or acceleration (whether after the giving of notice or the lapse of time or both) of any right or obligation of Purchaser or any of its Affiliates under, or to a loss of any benefit to which Purchaser or any of its Affiliates is entitled under, any agreement, lease of real estate or license of intellectual property to which Purchaser or any of its Affiliates is

a party or to which its properties or assets are subject, or (iii) assuming compliance with the matters set forth in Sections 5.4 and 6.4, violate or result in a breach of or constitute a default under any Law or other restriction of any Governmental Authority to which Purchaser is subject, except, with respect to clauses (ii) and (iii), for any violations, breaches, defaults, conflicts, losses, Liens, terminations, cancellations or accelerations that would not, individually or in the aggregate, have a material and adverse effect on the ability of Purchaser to consummate the transactions contemplated hereby (a "Purchaser Material Adverse Effect").

SECTION 6.4. Governmental Authorization.

Except as set forth on Schedule 6.4, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, do not require any consent or approval of, or any notice to or other filing with, any Governmental Authority, except for consents, approvals, notices and filings the failure of which to obtain or make would not, individually or in the aggregate, have a Purchaser Material Adverse Effect.

SECTION 6.5. Brokers.

No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Purchaser or any of its Affiliates.

SECTION 6.6. Board Approval.

The board of directors or members of Purchaser, as the case may be, or a duly authorized committee thereof, by resolutions duly adopted and not subsequently rescinded or modified in any way, has duly (i) resolved that this Agreement and the transactions contemplated hereby are in the best interests of Purchaser and its shareholders or members, as the case may be and (ii) approved the execution, delivery and performance of this Agreement by Purchaser. No further approval of Purchaser's members is necessary for Purchaser to execute and deliver this Agreement or perform the transactions contemplated hereby.

ARTICLE VII

COVENANTS

SECTION 7.1. Information and Documents.

(a) All information (including any offering or summary memorandum) received by Purchaser and given by or on behalf of Seller or any of its Affiliates in connection with this Agreement and the transactions contemplated hereby will be held by Purchaser and its Affiliates and their Representatives as "Confidential Information", as defined in, and pursuant to the terms of, the Confidentiality Agreement.

(b) No information or access provided to Purchaser or its Representatives pursuant to this Section 7.1, or any other investigation made by or on behalf of Purchaser, will affect any of the representations or warranties of Seller contained in this Agreement or any

certificates delivered pursuant hereto and thereto, or the conditions hereunder to the obligations of Purchaser.

SECTION 7.2. Efforts to Consummate; Certain Governmental Matters.

(a) Upon the terms and subject to the conditions herein provided (including Section 2.2), each of the Parties agrees to use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary for it to do under applicable Laws to consummate and make effective the transactions contemplated by this Agreement, including all actions and all things necessary for it (i) to comply promptly with all legal requirements that may be imposed on it with respect to this Agreement and the transactions contemplated hereby (which actions shall include furnishing all information required by applicable Law in connection with approvals of or filings with any Governmental Authority in the Territory), (ii) to obtain any consent, authorization, order or approval of, or any exemption by, any Governmental Authority in the Territory or other Person required to be obtained or made by Purchaser or Seller in connection with the acquisition of the Purchased Assets, the assumption of Assumed Liabilities or the taking of any other action contemplated by this Agreement and (iii) to effect all registrations, filings and transfers (to the extent transferable) of Governmental Authorizations and Product Registrations necessary for the operation of the Business. Without limiting the generality of the undertakings pursuant to this Section 7.2(a), Seller and Purchaser agree to provide or cause to be provided promptly to each Governmental Authority in the Territory with regulatory jurisdiction over enforcement of any applicable Competition Laws information and documents requested by such Governmental Authority or necessary, proper or advisable to permit consummation of the acquisition of the Purchased Assets, the assumption of Assumed Liabilities and the other transactions contemplated by this Agreement.

(b) Subject to appropriate confidentiality protections, each Party will furnish to the other Party such necessary information and reasonable assistance as the other Party may reasonably request in connection with the foregoing and will keep the other Party reasonably informed with respect to any consent, authorization, order or approval of, or exemption by, sought from any Governmental Authority in connection with this Agreement and the transactions contemplated hereby.

SECTION 7.3. Litigation Support; Election to Control Non-Indemnified Claims.

(a) Following the Closing, Purchaser and its Affiliates, on the one hand, and Seller and its respective Affiliates, on the other hand, will reasonably cooperate with each other in the defense or settlement of any Liabilities or lawsuits involving the Business or the Purchased Assets for which the other Party has responsibility under this Agreement by providing the other Party and such other Party's legal counsel reasonable access to employees, records, documents, data, equipment, facilities, products, parts, prototypes and other information regarding the Business, the Purchased Assets and the Products as such other Party may reasonably request, to the extent maintained or under the possession or control of the requested party; provided, however, that such access shall not unreasonably interfere with Purchaser's or its Affiliates', or Seller or its Affiliates', as the case may be, respective businesses; and provided, further that either Party may restrict the foregoing access to the extent that (i) such restriction is required by applicable Law, (ii) such access or provision of information would result in a violation of

confidentiality obligations to a third party or (iii) disclosure of any such information would result in the loss or waiver of the attorney-client privilege. The requesting Party shall reimburse the other Party for reasonable out-of-pocket expenses paid by the other Party to third parties in performing its obligations under this Section 7.3.

(b) From and after the Closing, Purchaser and its Affiliates shall promptly notify Seller of any Third-Party Claim with respect to the Business or the Purchased Assets. The provisions of Article VIII shall apply to any Third-Party Claim with respect to which Purchaser is entitled to indemnification under Section 8.1. With respect to any other such Third-Party Claim (a "Non-Indemnified Claim"), if such Non-Indemnified Claim could reasonably be expected to materially adversely affect the business of Seller or its Affiliates, Seller shall have the right (i) to participate in the defense of such Non-Indemnified Claim and, at its own expense, to employ counsel of its own choosing for such purpose and (ii) in the event Seller agrees to indemnify Purchaser for all judgments, awards, damages and settlement costs and obligations arising from such Non-Indemnified Claim, to conduct and control, at its expense and through counsel of its choosing, the defense, compromise and settlement of such Non-Indemnified Claim; provided, however, that (i) Seller shall give Purchaser advance notice of any proposed compromise or settlement and shall not, without the prior written consent of Purchaser (which consent shall not be unreasonably withheld), consent to or enter into any compromise or settlement that does not provide for a full and complete written release of Purchaser by the applicable third party, (ii) Seller may not consent to the entry of any judgment that does not relate solely to monetary damages arising from any such Non-Indemnified Claim without the prior written consent of Purchaser (which consent shall not be unreasonably withheld) and (iii) Purchaser shall have the right to participate in the defense of such Non-Indemnified Claim and, at its own expense, to employ counsel of its own choosing for such purpose.

SECTION 7.4. Trade Notification.

Seller and Purchaser shall agree in writing on the method of the notifications to customers and suppliers of the sale of the Purchased Assets to Purchaser; provided, however, that Purchaser shall have the sole and exclusive right to determine the content of any such notifications to customers and suppliers.

SECTION 7.5. Further Assurances.

From time to time after the Closing, and for no further consideration, each of the Parties shall, and shall cause its Affiliates to, execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be requested to more effectively assign, convey or transfer to or vest in Purchaser and its designated Affiliates the Purchased Assets and the Assumed Liabilities contemplated by this Agreement (including any trademark or domain names related solely to the Business that are identified as Purchased Assets after the Closing Date) to be transferred or assumed at the Closing (including transferring at no additional cost to Purchaser any Purchased Asset contemplated by this Agreement to be transferred to Purchaser at the Closing and that was not so transferred at the Closing); provided, however, that the foregoing obligations with respect to the Intellectual Property shall terminate twenty-four (24) months after the Closing Date. Purchaser agrees that, following the Closing, it shall prepare any such

additional instruments or documents necessary to assign, convey or transfer the Intellectual Property and all rights associated therewith.

SECTION 7.6. Assistance in Collecting Certain Amounts.

From and after the Closing, Purchaser shall make all reasonable business efforts to collect the Accounts Receivable related to the Products, including those that are not evidenced by instruments or invoices, existing as of the Closing and relating to the Products shipped or sold by Seller prior to the Closing, and Purchaser shall remit promptly to Seller after the later to occur of (a) the date that is ninety (90) days after the Closing Date or (b) the determination of the Final Inventories under Section 2.7 hereof, any payments or other sums received by Purchaser that relate to Accounts Receivable or that otherwise are Excluded Assets or property for the account of Seller; provided, however, that Purchaser shall be entitled to set-off, on a dollar for dollar basis, against all amounts it collects with respect to the foregoing, all credit balances existing as of the Closing Date with any customers of the Business and all amounts related to rebates, credits or returns of any Product sold prior to Closing, as well as the amount contemplated under Section 2.7(d) to the extent unpaid. In addition to the foregoing, Purchaser shall not be required to collect any Accounts Receivable to the extent that any such Accounts Receivable are the subject of a dispute or are disputed by the third party owing such Accounts Receivable to the Seller. Seller shall remit promptly to Purchaser any payments or other sums received by Seller after the Closing and relating to any Products sold after the Closing; provided, that Purchaser shall promptly reimburse Seller for all reasonable out-of-pocket expenses incurred by Seller in complying with its obligations under this Section 7.6. Purchaser shall not be permitted to write off any Accounts Receivable. Nothing in this Section 7.6 shall be deemed to limit the ability of the Seller to collect Accounts Receivable outstanding the Closing Date on its own behalf or, if Seller determines such amounts are uncollectible, to refer such amounts for collection.

SECTION 7.7. Non-Competition.

The Seller will not for a period of two (2) years from the Closing Date (the "Non-Competitive Period"):

(a) as owner, partner, joint venturer, stockholder, member, manager, employee, broker, agent, principal, trustee, corporate officer, director, licensor, or in any capacity whatsoever engage in, become financially interested in, be employed by, or render any consultation or business advice with respect to the business of developing, producing, marketing or selling oral care products (collectively, the "Restricted Field"), in the Territory; provided, however, that the Seller may own any securities of any corporation which is engaged in such business and is publicly owned and traded but in an amount not to exceed at any one time one percent (1%) of any class of stock or securities of such company.

(b) during the Non-Competitive Period, request or cause any suppliers or customers with whom Seller or Purchaser or any of their Affiliates have a business relationship to cancel or terminate any such business relationship with Purchaser or any of its Affiliates or solicit, interfere with or entice from Purchaser any employee (or former employee) of Purchaser.

(c) solicit, interfere with, hire, offer to hire, persuade or induce any person who is or was an officer, director, member, employee, customer or supplier of Purchaser or any of its Affiliates to discontinue its relationship with Purchaser or any of its Affiliates or accept employment by or enter contractual relations for compensation with any other entity or person, or approach such employee of Purchaser or any of its Affiliates for any such purpose or authorize or knowingly approve the taking of any such actions by any other individual or entity. Notwithstanding the foregoing to the contrary, (i) general solicitations of employment published in a journal, newspaper or other publication of general circulation or listed on any internet job site and not specifically directed towards such employees shall not be deemed to constitute solicitation for purposes of this Section 7.8(c) and (ii) nothing in this Agreement shall preclude Seller from soliciting for employment (or employing) (A) any officer or employee of Purchaser who is terminated by Purchaser for any reason from and after the Closing, immediately following such termination, (B) any officer or employee of Purchaser who voluntarily resigns from Purchaser after a period of twelve (12) months following the effective date of such resignation; or (C) any officer or employee of Purchaser who voluntarily solicits employment from Seller without encouragement from Seller.

(d) For avoidance of doubt, it is intended that the provisions of this Section 7.7 shall apply only to the Seller and not to its Affiliates, stockholders, employees, consultants or any other party.

SECTION 7.8. Insurance.

(REDACTED)

SECTION 7.9. Seller Names; Existence.

Promptly (and in any event within five (5) business days) following the Closing, Seller shall (i) change its name to TNDI, Inc. and (ii) provide to Purchaser documents sufficient to evidence the name change required under this Section 7.9, and will not thereafter, directly or indirectly, use or do business under, or allow any of its Affiliates to use or do business under or assist any other Person in using or doing business under the Seller Names or other Intellectual Property, or under any other name or trademark confusingly similar to the Seller Names or the Intellectual Property. Seller shall also maintain its corporate existence for at least the period in which Seller's insurance policies described in Section 7.8 above remain in effect.

SECTION 7.10. Post-Closing Deliveries.

(REDACTED)

ARTICLE VIII

INDEMNIFICATION

SECTION 8.1. Indemnification by Seller.

(a) Subject to the provisions of this Article VIII, Seller agrees to defend, indemnify and hold harmless Purchaser and its Affiliates and, if applicable, their respective directors, officers, agents, employees, successors and assigns, from and against any and all claims, actions, causes of action, judgments, awards, Liabilities, losses, costs (including reasonable attorney's fees and other out-of-pocket costs incurred in investigating, preparing and defending the foregoing) or damages (collectively, the "Losses") to the extent arising from or relating to (i) any Retained Liability, (ii) any breach by Seller of any of its covenants or agreements contained in this Agreement, (iii) any breach of any warranty or representation of Seller contained in this Agreement; or (iv) subject to Section 8.5, any lawsuit or claims other than those specified in Section 2.4(a) or Liabilities other than those specified in Section 2.4(e), to the extent arising prior to the Closing Date.

(b) Purchaser shall take, and shall cause its Affiliates to take, all commercially reasonable steps to mitigate any Loss upon becoming aware of any event that would reasonably be expected to, or does, give rise thereto; provided, that the foregoing shall not be deemed to limit the ability of Purchaser and its Affiliates to incur reasonable costs and expenses in connection therewith.

SECTION 8.2. Indemnification by Purchaser.

(a) Subject to the provisions of this Article VIII, Purchaser agrees to defend, indemnify and hold harmless Seller and its Affiliates and, if applicable, their respective directors, officers, agents, employees, successors and assigns, from and against any and all Losses to the extent arising from or relating to (i) subject to Section 8.1(a)(iv), any Assumed Liability, (ii) any material breach by Purchaser of any of its covenants or agreements contained in this Agreement, (iii) any material breach of any warranty or representation of Purchaser contained in this Agreement or (iv) any event occurring on or after the Closing Date, to the extent relating to periods on and after the Closing Date, in connection with the Products, the Business, or the Purchased Assets.

(b) Seller shall take all commercially reasonable steps to mitigate any Loss upon becoming aware of any event that would reasonably be expected to, or does, give rise thereto; provided, that the foregoing shall not be deemed to limit the ability of Seller and its Affiliates to incur reasonable costs and expenses in connection therewith.

SECTION 8.3. Notice of Claims.

If any of the Persons to be indemnified under this Article VIII (the "Indemnified Party") has suffered or incurred any Loss, the Indemnified Party shall so notify the party from whom indemnification is sought (the "Indemnifying Party") promptly in writing, describing such Loss, the amount or estimated amount thereof, if known or reasonably capable of estimation, and the method of computation of such Loss, all with reasonable particularity and containing a reference to the provisions of this Agreement or any other agreement, instrument or certificate delivered pursuant hereto in respect of which such Loss shall have occurred. If any action at Law or suit in equity is instituted by a third party with respect to which the Indemnified Party intends to claim any Liability as a Loss under this Article VIII, the Indemnified Party shall promptly notify (the "Third Party Claim Notice") the Indemnifying Party of such action or suit and offer to tender to the Indemnifying Party the defense of such action or suit. A failure by the Indemnified Party to give notice and to offer to tender the defense of the action or suit in a timely manner pursuant to this Section 8.3 shall not limit the obligation of the Indemnifying Party under this Article VIII, except (i) to the extent such Indemnifying Party is actually prejudiced thereby or (ii) as provided in Section 8.5.

SECTION 8.4. Third Party Claims.

(a) The Indemnifying Party under this Article VIII shall have the right, but not the obligation, exercisable by written notice to the Indemnified Party within thirty (30) days of receipt of a Third Party Claim Notice from the Indemnified Party with respect thereto, to assume conduct and control, at the expense of the Indemnifying Party and through counsel of its choosing that is reasonably acceptable to the Indemnified Party, any third party claim, action, suit or proceeding (a "Third Party Claim"), and the Indemnifying Party may compromise or settle the same; provided, that the Indemnifying Party shall give the Indemnified Party advance written notice of any proposed compromise or settlement and shall not, without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld), consent to or enter into any compromise or settlement that does not provide for a full and complete written release by the applicable third party of the Indemnified Party. No Indemnified Party may compromise or settle any Third Party Claim for which it is seeking indemnification hereunder without the consent of the Indemnifying Party (which consent shall not be unreasonably withheld). No Indemnifying Party may consent to the entry of any judgment that does not relate solely to monetary damages arising from any such Third Party Claim without the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld). The Indemnifying Party shall permit the Indemnified Party to participate in, but not control, the defense of any such Third Party Claim through counsel chosen by the Indemnified Party; provided, that the fees and expenses of such counsel shall be borne by the Indemnified Party. If the Indemnifying Party elects not to control or conduct the defense of a Third Party Claim, the Indemnifying Party nevertheless shall have the right to participate in the defense of any Third Party Claim and, at its own expense, to employ counsel of its own choosing for such purpose.

(b) The Parties shall reasonably cooperate in the defense of any Third Party Claim, with such cooperation to include (i) the retention and the provision to the Indemnifying Party of records and information that are reasonably relevant to such Third Party Claim and

(ii) reasonable access to employees on a mutually convenient basis for providing additional information and explanation of any material provided hereunder.

SECTION 8.5. Expiration.

All covenants, agreements, warranties and representations made herein or in any certificate or other document delivered pursuant hereto shall survive the Closing. Notwithstanding the foregoing, all representations, warranties, covenants and agreements made herein or in any certificate or other document delivered pursuant hereto, and all indemnification obligations under Sections 8.1 and 8.2 with respect to any such representations or warranties (other than representations and warranties set forth in Sections 5.1, 5.2, 5.20, 6.1 and 6.2, the obligations of Purchaser under Section 2.4 and the obligations of the Seller under Section 2.5, the indemnification rights with respect to which shall not be subject to the limitations set forth in this sentence) or any such covenants or agreements, shall (i) in the case of any such representations and warranties, terminate and expire on, and no action or proceeding seeking damages or other relief for breach of any thereof or for any misrepresentation or inaccuracy with respect thereto shall be commenced after the date that is eighteen (18) months after the Closing Date, unless prior to such date a claim for indemnification with respect thereto shall have been made by written notice given in accordance with Section 8.3 and (ii) in the case of any such covenants or agreements, terminate and expire on, and no action or proceeding seeking damages or other relief for breach of any thereof shall be commenced after, the date occurring ninety (90) days following the last date on which such covenant or agreement is to be performed, unless prior to such date a claim for indemnification with respect thereto shall have been made, with reasonable specificity, by written notice given in accordance with Section 8.3.

SECTION 8.6. Certain Limitations.

(REDACTED)

(REDACTED)

SECTION 8.7. Indemnity Payments; Election of Remedies.

(a) In the event that either Party agrees to or is determined to have an obligation to indemnify the other Party for Losses as provided in this Article VIII, the Indemnifying Party shall promptly pay such amount to the Indemnified Party via wire transfer of immediately available funds to the accounts specified by the Indemnified Party in writing. Notwithstanding the foregoing, Purchaser shall have the right to set-off, on a dollar for dollar basis, the amount(s) of any Losses incurred under Section 8.1 and for which it is entitled to indemnification from Seller against (i) any amounts that would otherwise become payable to Seller under Section 2.6(b), and (ii) any amounts collected with respect to the Accounts Receivable under Section 7.6.

(b) The remedies conferred by the specific provisions of this Agreement are intended to be exclusive of any other remedy under applicable Law or principles of equity with respect to any and all claims relating to the subject matter of this Agreement (whether in contract, statute, tort, including negligence, and otherwise); provided, however, that with respect to any covenants under this Agreement the Parties acknowledge that it would be extremely impracticable to measure damages resulting from a breach of any such covenants; accordingly, the non-breaching Party may sue in equity for specific performance or injunctive relief of any such breached covenant; provided however, that each Party retains its right to the defense that a remedy in damages will be adequate.

SECTION 8.8. Seller Representatives.

(REDACTED)

(REDACTED)

ARTICLE IX

MISCELLANEOUS

SECTION 9.1. Notices.

All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the Party for whom it is intended, delivered by registered or certified mail, return receipt requested, or by a national overnight courier service, or sent by facsimile (provided, that the facsimile is promptly confirmed by telephone confirmation thereof), to the Person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such Person:

to Seller:
TNDI, Inc.
C/O Verdolino & Lowey, P.C.
124 Washington Street, Suite 101
Foxborough, MA 02035
Attn: Craig R. Jalbert
Telephone: (508) 543-1720

with a copy to:
Foley Hoag LLP
155 Seaport Boulevard

Boston, MA 02210
Telephone: (617) 832-1000
Facsimile: (617) 832-7000
Attn: Shirin Philipp and Matthew S. Eckert

to Purchaser:
Caldwell Consumer Health, LLC
d/b/a Revive Personal Products
8 Elmer Street
Madison, NJ 07940
Telephone: (973) 360-1090
Facsimile: (973) 360-1091
Attn: Michael S. Lesser

with a copy to:
Raymond D. Agran, Esquire
Saul Ewing LLP
Centre Square West
1500 Market Street, 38th Floor
Philadelphia, PA 19102
Fax: (215) 972-1935

All notices and other communications under this Agreement shall be deemed to have been duly given (i) when delivered by hand, if personally delivered, (ii) three (3) Business days after being sent by registered or certified mail, (iii) one (1) Business Day after being delivered to a national overnight courier service or (iv) one (1) Business Day after being sent, if sent by facsimile, with a telephonic acknowledgment of sending and confirmation of receipt by the sending facsimile machine.

SECTION 9.2. Amendment; Waiver.

Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed (a) in the case of an amendment, by Purchaser and Seller and (b) in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SECTION 9.3. Assignment.

Neither Party to this Agreement may assign any of its rights or obligations under this Agreement, including by sale of stock, operation of Law in connection with a merger or sale of substantially all the assets, without the prior written consent of the other Party, except that Purchaser may, without such consent, assign its rights to acquire the Purchased Assets hereunder, in whole or in part, to one or more of its Affiliates; provided, however, that no such assignment

by Purchaser shall relieve Purchaser of any of its obligations hereunder. Any assignment made in breach of the provisions of this Section 9.3 shall be deemed null and void.

SECTION 9.4. Entire Agreement.

This Agreement contains the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral or written, with respect to such matters, except for (i) the Confidentiality Agreement, which shall remain in full force and effect for the term provided for therein; provided, however, that effective upon the Closing, the obligations of Purchaser and its Affiliates under the Confidentiality Agreement shall terminate (subject to paragraph 17 of the Confidentiality Agreement) with respect to the Business and the Purchased Assets, and (ii) any written agreement of the Parties that expressly provides that it is not superseded by this Agreement.

SECTION 9.5. Parties in Interest.

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any Person other than Purchaser and Seller, or their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

SECTION 9.6. Public Disclosure.

Notwithstanding anything herein to the contrary, each Party to this Agreement hereby agrees with the other Party that, except as may be required to comply with the requirements of any applicable Laws or the rules and regulations of each stock exchange upon which the securities of such Party are listed, if any, no press release or similar public announcement or communication shall be made or caused to be made concerning the negotiation or performance of this Agreement unless the Parties shall have consulted in advance with respect thereto and mutually agree upon in writing, such consent not be unreasonably withheld, the content of such release, announcement or communication.

SECTION 9.7. Confidentiality; Return of Information.

(a) Seller shall keep confidential, and shall use reasonable efforts to cause its Affiliates and each of their respective Representatives to keep confidential, (i) all information that is known by it to be confidential information regarding Purchaser, any of its Affiliates or any of its or their respective businesses, products, processes or financings, in each case provided to it in connection with this Agreement and the transactions contemplated hereby, and (ii) all information relating to the Purchased Assets or the Assumed Liabilities, except (A) as required by Law, (B) as necessary to defend or prosecute any indemnification claim or any litigation or dispute, or (C) for information that is available to the public on the Closing Date, or thereafter becomes available to the public other than as a result of a breach of this Section 9.7(a), or is furnished to Seller after the Closing by a third party that, to the Knowledge of Seller, is under no obligation of confidentiality to Purchaser with respect to such Information. The covenants of Seller set forth in the immediately preceding sentence shall terminate two (2) years after the Closing Date.

(b) On the Closing Date, Seller shall assign to Purchaser its rights under all confidentiality agreements entered into with any Person in connection with any proposed sale of the Business to the extent such rights are assignable and relate to the Purchased Assets or the Assumed Liabilities. Copies of such confidentiality agreements shall be provided to Purchaser immediately following the Closing, except to the extent expressly prohibited by the terms of such confidentiality agreements.

SECTION 9.8. Expenses.

Except as otherwise expressly provided in this Agreement, whether or not the transactions contemplated by this Agreement are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the party incurring such expenses.

SECTION 9.9. Schedules.

The disclosure of any matter in any Schedule to this Agreement shall be deemed to be a disclosure for the purposes of the Section or subsection of this Agreement to which it corresponds in number and each other Section and subsection of this Agreement to the extent such disclosure is reasonably apparent on the face thereof to be relevant or responsive to such other Section or subsection.

SECTION 9.10. Governing Law; Jurisdiction; No Jury Trial.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such state. The Parties consent to the exclusive jurisdiction of the Federal and State courts located in the State of Delaware for the resolution of all disputes or controversies between the Parties hereunder; provided, that in any such instance, THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE, AND AGREE TO CAUSE THEIR RESPECTIVE AFFILIATES TO WAIVE, THE RIGHT TO TRIAL BY JURY IN ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 9.11. Counterparts.

This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and such counterparts, taken together (which may be in the form of a PDF copy of an executed original), shall constitute one and the same Agreement. Signatures sent by fax or PDF shall constitute and be binding to the same extent as originals; provided, however, that promptly after any such exchange of signature pages by the parties by fax or PDF, the Seller shall deliver to Purchaser in accordance with the notice provisions of this Agreement, copies of this Agreement that include executed original signatures of all parties for Purchaser to retain in its files.

SECTION 9.12. Headings.

The heading references herein and the table of contents hereto are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

SECTION 9.13. Severability.

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any term or other provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid, illegal or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity, illegality or unenforceability, nor shall such invalidity, illegality or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

[signatures begin on next page]

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed as of the date first written above.

NATURAL DENTIST, INC.

By: *Rick Hynes*
Name: *Rick Hynes*
Title: *CFO*

CALDWELL CONSUMER HEALTH, LLC
d/b/a REVIVE PERSONAL PRODUCTS

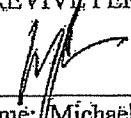
By: _____
Name: Michael S. Lesser
Title: CEO

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed as of the date first written above.

NATURAL DENTIST INC.

By: _____
Name:
Title:

CALDWELL CONSUMER HEALTH, LLC
d/b/a REVIVE PERSONAL PRODUCTS

By:  _____
Name: Michael S. Lesser
Title: CEO



B3720121.3

Schedule 1.1(c)

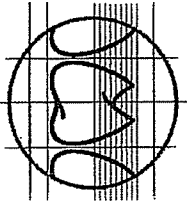
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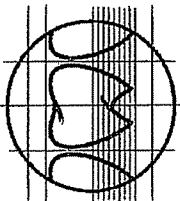
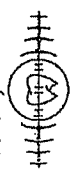


See attached.

Natural Dentist Inc. Trademarks


Trademark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date	Status	Class	Goods
THE NATURAL DENTIST	United States of America	75/120095 6/17/96	2057431 4/29/1997	Registered	003, 005	3: Non-medicated oral health care products, namely, mouth rinses, mouthwashes, tooth pastes. 5: Medicated oral health care products, namely, mouth rinses, mouthwashes, tooth pastes, tooth powders, tooth gels, dentifrices, for the care of the oral cavity.
(DESIGN) 	United States of America	76/442329 8/19/02	2878387 8/31/2004	Registered	003, 005	3: Non-medicated oral health care products, namely, mouth rinses, mouthwashes, oral ointments, tooth pastes, tooth powders, tooth gels, dentifrices. 5: Medicated oral health care products, namely, mouth rinses, mouthwashes, oral ointments for treatment of the oral cavity, tooth pastes, tooth powders, tooth gels, dentifrices.
THE NATURAL DENTIST	European Community	002912905 10/30/02	002912905 2/18/2005	Registered	003, 005, 010	3: Soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices; non-medicated oral health care products. 5: Pharmaceutical and veterinary preparations; sanitary preparations for medical purposes; plasters, materials for dressings; material for stopping teeth, dental wax; medicated oral health care products. 10: Surgical, medical, dental and veterinary apparatus and instruments, dental artificial limbs, eyes and teeth; suture materials; dental orthopedic articles; excluding mammary prostheses.
THE NATURAL DENTIST® (AND DESIGN) 	European Community	003238107 7/24/03	003238107 2/18/2005	Registered	003, 005, 030	3: Mouth sprays; mouth washes; mouth wash preparations for oral hygiene purposes; mouth washes for use as gargles; toothpastes. 5: Mouth rinses; mouth sprays; chewing gums for medical purposes; medicated chewing pastilles; medicated chewing sweets. 30: Non-medicated chewing gums, non-medicated chewing pastilles; non-medicated chewing sweets.



B3633728.1


Trademark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date	Status	Class	Goods
SMILES UNDER CONSTRUCTION	European Community	004888831 2/1/2006	4888831 5/3/2007	Registered	003, 005, 030	3: Children's non-medicated oral health care products, namely, mouth rinses, mouth washes, chew sticks for freshening breath, toothpastes and tooth gels, for the care of the oral cavity; children's medicated toothpastes for the care of the oral cavity. 5: Children's medicated oral health care products, namely, mouth rinses, mouth washes, chew sticks for freshening breath, tooth gels, and mouth dissolvable flavoured edible films, for the care of the oral cavity. 30: Non-medicated chewing gums, non-medicated chewing pastilles; non-medicated chewing sweets
THE NATURAL DENTIST (AND DESIGN)	United States of America	78/785050 1/4/2006	3236445 5/10/2007	Registered	003, 005	3: Non-medicated oral health care products, namely, mouth rinses, mouth washes, tooth pastes, for the care of the oral cavity. 5: Medicated oral health care products, namely, mouth rinses, mouth washes, tooth pastes, for the care of the oral cavity.
THE NATURAL DENTIST (AND DESIGN)	European Community	004888798 2/1/2006	00488798 5/18/2007	Registered	003, 005, 030	3: Non-medicated oral health care products, namely, mouth rinses, mouth washes, toothpastes, for the care of the oral cavity. 5: Medicated oral health care products, namely, mouth rinses, mouth washes, toothpastes, for the care of the oral cavity. 30: Non-medicated chewing gums, non-medicated chewing pastilles; non-medicated chewing sweets
(DESIGN) 	United States of America	78/952231 8/15/2006	3260832 7/10/2007	Registered	005	Medicated oral health care products, namely, mouth rinses, mouth washes, chew sticks for freshening breath, tooth pastes, tooth gels, and mouth dissolvable flavored edible films, for the care of the oral cavity.

Trademark	Country	App. No./ Filing Date	Reg. No./ Reg. Date	Status	Class	Goods
(DESIGN) 	United States of America	78/952233 8/15/2006	3260833 7/10/2007	Registered	005	Medicated oral health care products, namely, mouth rinses, mouth washes, chew sticks for freshening breath, tooth pastes, tooth gels, and mouth dissolvable flavored edible films, for the care of the oral cavity.
(DESIGN) 	United States of America	78/945149 8/4/2006	3416204 4/22/2008	Registered	005	Medicated oral health care products, namely, mouth rinses, mouthwashes, tooth pastes, tooth gels, and dentrifiers, for the care of the oral cavity.
THE NATURAL DENTIST NATURE. CLINICALLY PROVEN. (AND DESIGN) 	Int'l Registration - Madrid Protocol Only	None. 11/10/2008	987908 11/10/2008	Registered	003, 005, 030	3: Non-medicated oral health care products, namely, mouth rinses, mouth washes, toothpastes, tooth gels and dentrifiers for the care of the oral cavity. 5: Medicated oral health care products, namely, mouth rinses, mouth washes, toothpastes, tooth gels and dentrifiers for the care of the oral cavity. 30: Non-medicated chewing gums, non-medicated chewing pastilles; non-medicated chewing sweets.
(DESIGN) 	United States of America	78/945176 8/4/2006		Allowed	003	Non-medicated oral health care products, namely, mouth rinses, mouthwashes, tooth pastes, and tooth gels.
SMILES UNDER CONSTRUCTION	United States of America	78/756132 11/17/2005		Allowed	003	3: Children's non-medicated oral health care products, namely, mouth rinses, mouth washes, chew sticks for freshening breath, tooth pastes, and tooth gels, for the care of the oral cavity.

Trademark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date	Status	Class	Goods
THE NATURAL DENTIST NATURE. CLINICALLY PROVEN. (AND DESIGN) the natural DENTIST <i>Nature. Clinically Proven.</i>	United States of America	77/476231 5/16/2008		Allowed	003, 005, 030	3: Non-medicated oral health care products, namely, mouth rinses, mouth washes, toothpastes, tooth gels and dentifrices for the care of the oral cavity. 5: Medicated oral health care products, namely, mouth rinses, mouth washes, toothpastes, tooth gels and dentifrices for the care of the oral cavity. 30: Non-medicated chewing gums, non-medicated chewing pastilles; non-medicated chewing sweets.
THE NATURAL DENTIST HEALTHY GUMS	United States of America	*78/756121 11/17/2005		Published -- Application for Registration currently subject to pending third- party opposition	003, 005	3: Non-medicated oral health care products, namely, mouth rinses, mouth washes, chew sticks for freshening breath, tooth pastes, and tooth gels, for the care of the oral cavity. 5: Medicated oral health care products, namely, mouth rinses, mouth washes, chew sticks for freshening breath, tooth pastes, tooth gels, and mouth dissolvable flavored edible films, for the care of the oral cavity.
THE NATURAL DENTIST HEALTHY GUMS	European Community	*00488814 2/1/2006		Published -- Application for Registration currently subject to pending third- party opposition	003, 005, 030	3: Non-medicated oral health care products, namely, mouth rinses, mouth washes, chew sticks for freshening breath, toothpastes and tooth gels, for the care of the oral cavity; medicated toothpastes for the care of the oral cavity. 5: Medicated oral health care products, namely, mouth rinses, mouth washes, chew sticks for freshening breath, tooth gels and mouth dissolvable flavoured edible films, for the care of the oral cavity. 30: Non-medicated chewing gums, non-medicated chewing pastilles; non-medicated chewing sweets.

Trademark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date	Status	Class	Goods
<p>THE NATURAL DENTIST NATURE. CLINICALLY PROVEN. (AND DESIGN)</p> <p>the natural DENTIST <i>Nature. Clinically Proven.</i></p>	European Community	None. 11/10/2008	987908	Notified	003, 005, 030	<p>3: Non-medicated oral health care products, namely, mouth rinses, mouth washes, toothpastes, tooth gels and dentifrices for the care of the oral cavity.</p> <p>5: Medicated oral health care products, namely, mouth rinses, mouth washes, toothpastes, tooth gels and dentifrices for the care of the oral cavity.</p> <p>30: Non-medicated chewing gums, non-medicated chewing pastilles; non-medicated chewing sweets.</p>
<p>THE NATURAL DENTIST CREATED BY A DENTIST COMMITTED TO RESULTS (AND DESIGN)</p> 	United States of America	*77/715549 4/16/2009		Pending	021	Non-electric toothbrushes, dental floss, dental tape.
<p>THE NATURAL DENTIST</p>	Canada	*1434898 4/17/2009		Pending		Non-medicated oral health care products, namely, mouth rinses, mouth washes, toothpastes, tooth gels and dentifrices for the care of the oral cavity; medicated oral health products, namely mouth rinses, mouth washes, toothpastes, tooth gels and dentifrices for the care of the oral cavity; non-medicated chewing gums, non-medicated chewing pastilles; non-medicated chewing sweets; dental picks; non-electric toothbrushes, dental floss, dental tape.

Trademark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date	Status	Class	Goods
<p>THE NATURAL DENTIST CREATED BY A DENTIST COMMITTED TO RESULTS (AND DESIGN)</p> 	Canada	*434897 4/17/2009		Pending		Non-medicated oral health care products, namely, mouth rinses, mouth washes, toothpastes, tooth gels and dentifrices for the care of the oral cavity, medicated oral health products, namely mouth rinses, mouth washes, toothpastes, tooth gels and dentifrices for the care of the oral cavity; non-medicated chewing gums, non-medicated chewing pastilles; non-medicated chewing sweets; dental picks; non-electric toothbrushes, dental floss, dental tape.
<p>THE NATURAL DENTIST CREATED BY A DENTIST COMMITTED TO RESULTS (AND DESIGN)</p> 	United States of America	*7715977 4/17/2009		Pending	010	Dental picks.

Trademark	Country	Appl. No./ Filing Date	Reg. No./ Reg. Date	Status	Class	Goods
<p>THE NATURAL DENTIST CREATED BY A DENTIST COMMITTED TO RESULTS (AND DESIGN)</p> 	United States of America	*77/715978 4/17/2009		Pending	003, 005, 030	<p>3: Non-medicated oral health care products, namely, mouth rinses, mouth washes, toothpastes, tooth gels and dentifrices for the care of the oral cavity.</p> <p>5: Medicated oral health care products, namely, mouth rinses, mouth washes, toothpastes, tooth gels and dentifrices for the care of the oral cavity.</p> <p>30: Non-medicated chewing gums, non-medicated chewing pastilles; non-medicated chewing sweets.</p>

* - Trademark Application