

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Team PDS, Inc.		12/17/2012	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Team Technologies Acquisition Company		
Street Address:	5949 Commerce Boulevard		
City:	Morristown		
State/Country:	TENNESSEE		
Postal Code:	37814		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2080336	DEX-T-BRUSH	
Registration Number:	2082540	HAN-D-GRIP	
Registration Number:	2330053	PET-A-DENT	
Registration Number:	2048387	SAFETY TOOTHBRUSH	
Registration Number:	1984998		
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-586-3939		
Email:	lagozzino@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	JONES DAY		
Address Line 1:	901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	560255-115501		

CH \$140.00 2080336

NAME OF SUBMITTER:	Pamela J. Cyngier
Signature:	/Pamela J. Cyngier/
Date:	01/10/2013
Total Attachments: 5 source=PDSTM#page1.tif source=PDSTM#page2.tif source=PDSTM#page3.tif source=PDSTM#page4.tif source=PDSTM#page5.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “*Assignment*”) is made on December 17, 2012, by and between Team PDS, Inc., a Tennessee corporation (“*Assignor*”), and Team Technologies Acquisition Company, a Tennessee corporation (“*Assignee*”), pursuant to an Asset Purchase Agreement, dated as of even date herewith (the “*Purchase Agreement*”), by and among Assignor, Assignee, Team Technologies, Inc., a Tennessee corporation (“*Team*”), Allpro, Inc., a Colorado corporation (“*Allpro*”), Team Technologies Molding, Inc., a Tennessee corporation (“*Molding*”) and Diatech, Inc., a Tennessee corporation (“*Diatech*” and, collectively with Assignor, Team, Allpro and Molding, the “*Sellers*”), Diatech Acquisition Company LLC, a Tennessee limited liability company (the “*Diatech Buyer*”), and the Shareholders (as defined in the Purchase Agreement). Capitalized terms used and not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

RECITALS:

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the United States trademark registrations identified and set forth on Schedule A hereto or that otherwise constitute a “Purchased Asset” under the Purchase Agreement (collectively, the “*Marks*”) and the goodwill associated with the Marks;

WHEREAS, pursuant to the Purchase Agreement and that certain Assignment and Assumption Agreement, dated as of the date hereof, by and among Assignee, the Diatech Buyer and the Sellers, the Marks and their associated goodwill are to be assigned to Assignee; and

WHEREAS, Assignor desires to assign and convey, and Assignee desires to acquire, all of Assignor’s right, title and interest in and to the Marks, together with all goodwill and all other rights associated with the Marks.

NOW THEREFORE, for good and sufficient consideration (including the premises and covenants set forth in the Purchase Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are incorporated herein as if set forth at length below.
2. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor’s right, title and interest in, to and with respect to the following:
 - a) The Marks;
 - b) All common law rights and goodwill associated with the Marks; and
 - c) The right to recover damages for any and all past infringement.
3. Assignor agrees, upon reasonable request and without further compensation, that Assignee and its legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing or enforcing said registrations in the United States and throughout the world for such Marks, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to such Marks and any registrations issued for such Marks.
4. Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Marks, and to issue any and all registrations thereon to

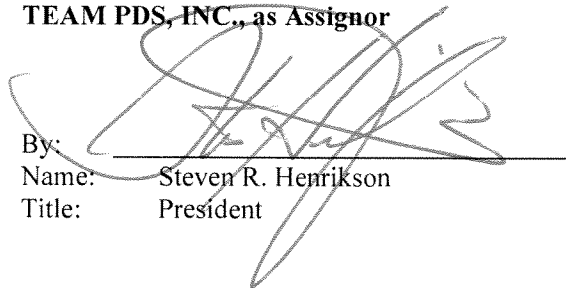
Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

5. Assignee hereby accepts the assignment and conveyance of the Marks.
6. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission (including documents in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Assignment.
7. This Assignment is executed and delivered pursuant to the Purchase Agreement and made subject to the representations and warranties of the Sellers contained therein. Assignor hereby specifically incorporates by reference all of the representations, warranties and indemnifications, subject to all of the conditions and limitations, applicable to the Marks in the Purchase Agreement. This Assignment shall not be deemed to defeat, alter, impair, enhance or enlarge any right, obligations, claim or remedy created by the Purchase Agreement, and in the event of any conflict between the Purchase Agreement and this Assignment, the Purchase Agreement shall govern.

[Signatures on the Following Page.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

TEAM PDS, INC., as Assignor

By: 
Name: Steven R. Henrikson
Title: President

**TEAM TECHNOLOGIES ACQUISITION
COMPANY, as Assignee**

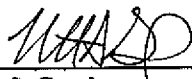
By: _____
Name: Martin S. Gaul
Title: Vice President and Secretary

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.


TEAM PDS, INC., as Assignor

By: _____
Name: Steven R. Henrikson
Title: President

**TEAM TECHNOLOGIES ACQUISITION
COMPANY, as Assignee**

By:  _____
Name: Martin S. Gaul
Title: Vice President and Secretary

SCHEDULE A

MARK	FILED	REGISTRATION NO.	OWNER
DEX-T-BRUSH	7/3/96	2080336	Team PDS, Inc.
HAN-D-GRIP	7/3/96	2082540	Team PDS, Inc.
PET-A-DENT	7/3/96	2330053	Team PDS, Inc.
SAFETY TOOTHBRUSH	10/25/94	2048387	Team PDS, Inc.
Teething Ring Design 	6/30/94	1984998	Team PDS, Inc.