

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Stock Purchase		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Safe-Wave Products, Inc.		02/28/2000	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Kerr Corporation		
Street Address:	1717 West Collins Ave.		
City:	Orange		
State/Country:	CALIFORNIA		
Postal Code:	92867		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1746977	SAFE-TIPS	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	5132412324		
Email:	sgraber@whe-law.com		
Correspondent Name:	Sarah Otte Graber		
Address Line 1:	441 Vine Street		
Address Line 2:	2700 Carew Tower		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	KMC-391TM		
NAME OF SUBMITTER:	Sarah Otte Graber		
Signature:	/Sarah O. Graber/		

OP \$40.00 1746977

Date:

06/18/2013

Total Attachments: 11

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10538-32

STOCK PURCHASE AGREEMENT

FOR THE ACQUISITION OF

SAFE-WAVE PRODUCTS, INC.

BY

KERR CORPORATION

DATED FEBRUARY 28, 2000

AGREEMENT

THIS STOCK PURCHASE AGREEMENT ("Agreement") is made the 28th day of February, 2000, by and among Kerr Corporation ("Buyer"), Safe-Wave Products, Inc. ("Company"), the shareholders of the Company (the "Shareholders"), Bernard Esrock, Jill Esrock, SL Products, Inc. ("SL"), and Nikmin, Inc. ("Nikmin").

RECITALS

WHEREAS, the Company and its Affiliates, SL and Nikmin, are and have been engaged for many years in the ownership and operation of the Business; and

WHEREAS, all of the issued and outstanding capital stock of the Company is owned by the Shareholders; and

WHEREAS, Buyer desires to acquire the Company through the purchase of all of the issued and outstanding capital stock of the Company; and

WHEREAS, Dr. Esrock owns the EZ Spree Patents and the Seal-Tight Patents; and

WHEREAS, Buyer desires to purchase the EZ Spree Patents from Dr. Esrock and to license the Seal-Tight Patents from Dr. Esrock; and

WHEREAS, Buyer desires to acquire all of the SL Assets;

WHEREAS, Buyer desires to acquire all of the Nikmin Assets; and

WHEREAS, each of Dr. Esrock and Jill Esrock recognize the benefits accruing to them as a result of the transactions described in this Agreement and, therefore, each desires to enter into this Agreement in their individual capacities.

NOW, THEREFORE, in consideration of the Recitals and of the mutual covenants, conditions, and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I DEFINITIONS

When used in this Agreement, the following terms have the meanings specified, which meanings shall be equally applicable to both the singular and plural forms of such terms:

"Accounts" shall mean the accounts receivable, notes receivable, and similar rights of the Company.

"Affiliate" shall mean, when used with respect to a particular Person, that Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with the particular Person, or any Person who is related by blood, adoption or marriage to any such particular Person.

"Agreement" shall mean this Stock Purchase Agreement, together with the Exhibits and Schedules attached hereto as the same shall be amended from time to time in accordance with the terms hereof.

"Business" shall mean the development, manufacturing, marketing, sale, and distribution of disposable dental air/water syringe products, as conducted by the Company, SL and Nikmin.

"Buyer" shall mean Kerr Corporation, a Delaware corporation.

"Buyer's Closing Certificate" shall mean a certificate of Buyer in the form of Exhibit A.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. § 9601, et seq., and the rules, regulations and orders promulgated thereunder.

"Closing" shall mean the conference to be held at 10:00 a.m., Central Time, on the Closing Date at the offices of Bryan Cave LLP, One Metropolitan Square, St. Louis, Missouri, at which the transactions contemplated by this Agreement are consummated.

"Closing Balance Sheet" shall mean a balance sheet of the Company dated as of the Effective Time of Closing, which shall include the SL Assets and the Nikmin Assets, as described in Section 2.3.

"Closing Date" shall mean February 29, 2000 or such other date as the parties may mutually agree to in writing.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

"Common Stock" or "Common Stock of the Company" shall mean the Voting Common Stock and the Non-Voting Common Stock.

"Company" shall mean Safe-Wave Products, Inc., a Missouri corporation.

"Contingent Amount" shall have the meaning set forth in Section 2.2(c)(i)(A).

"Contingent Amount Target" shall have the meaning set forth in Section 2.9(a)(iii).

"Year 2000 Compliant" shall have the meaning set forth in Section 3.31.

ARTICLE II
PURCHASE AND SALE; OTHER AGREEMENTS

2.1 Purchase and Sale.

(a) At the Closing, and upon all of the terms and subject to all of the conditions of this Agreement, the Shareholders shall sell, assign, convey, and deliver to Buyer, and Buyer shall purchase and accept from the Shareholders, all of the Common Stock of the Company. The Common Stock shall be delivered to Buyer free and clear of all Liens, and shall be properly endorsed in blank for transfer to Buyer.

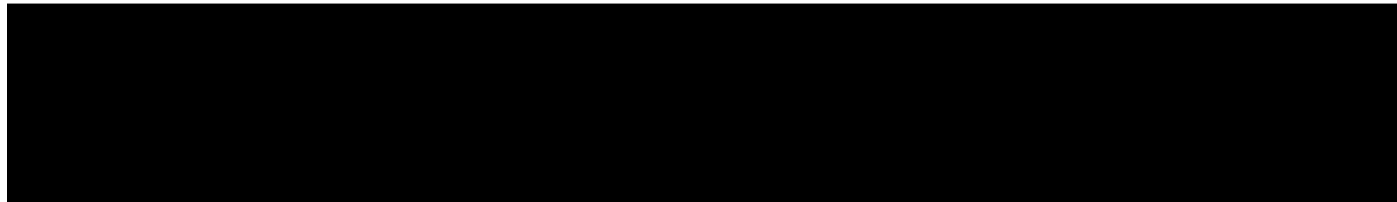
(b) At the Closing, and upon all of the terms and subject to all of the conditions of this Agreement, Dr. Esrock shall sell, assign, convey and deliver to Buyer, and Buyer shall purchase and accept from Dr. Esrock, all of his right, title and interest in and to each EZ Spree Patent. The EZ Spree Patents shall be delivered to Buyer free and clear of all Liens together with the goodwill symbolized by the EZ Spree Patents, and the entire right, title and interest in and to any and all claims and demands he may have at law or in equity for past infringement of any EZ Spree Patent.

(c) At the Closing, and upon all of the terms and subject to all of the conditions of this Agreement, SL shall sell, assign, convey and deliver to Buyer, and Buyer shall purchase and accept from SL, all Inventory and Intangible Assets of SL (the "SL Assets"). The SL Assets shall be delivered to Buyer free and clear of all Liens pursuant to a bill of sale in the form of Exhibit F.

(d) At the Closing, and upon all of the terms and subject to all of the conditions of this Agreement, Nikmin shall sell, assign, convey and deliver to Buyer, and Buyer shall purchase and accept from Nikmin, all Intangible Assets of Nikmin (the "Nikmin Assets"). The Nikmin Assets shall be delivered to Buyer free and clear of all Liens pursuant to a bill of sale in the form of Exhibit G.

(e) The transactions described in Sections 2.1(a), 2.1(b), 2.1(c) and 2.1(d) shall be deemed to be effective as of the Effective Time of Closing.

2.2 Payment of Purchase Price. The Purchase Price shall be paid as follows:



(b) No material unresolved complaint or dispute presently exists and, to the Knowledge of the Shareholders, no material customer or supplier is considering or intends to cease doing business with the Company during the twelve month period beginning on the date hereof; except as disclosed on Schedule 3.10 during the twelve month period preceding the date hereof, no material contracts or agreements of the Company were amended, terminated, expired, or not renewed; and during the twelve month period preceding the date hereof, no material supplier or customer of the Company ceased doing business with the Company.

3.11 Bank Accounts

3.12 Accounts

3.13 Intangible Assets

(a) Schedule 3.13 attached hereto sets forth the following registered Intangible Assets related to the Business and owned by the Company, SL, Nikmin or an Affiliate, used by the Company, SL or Nikmin, or owned by any Company, SL or Nikmin employee or any Shareholder: patents, patent applications, trade names, trademarks, trade designations, logos, service marks, trademark and service mark applications, copyrights, and copyright applications.

(b) Schedule 3.13 or Schedule 3.9 also sets forth all licenses and similar agreements that the Company is a party to with respect to intellectual property either licensed by or licensed to the Company, SL or Nikmin.

(c) Except as otherwise provided in the Intercompany Agreements, the Company or Dr. Esrock owns the exclusive and entire right, title, and interest in and to each of the patents, trademarks, trade names, copyrights and applications for the foregoing set forth on Schedule 3.13. To the Knowledge of the Shareholders, except as otherwise provided in the Intercompany Agreements, the Company owns or possesses adequate licenses or other rights to use all other Intangible Assets used in the Business as now conducted. To the Knowledge of the Shareholders, none of the Company, its assets, the SL Assets, the Nikmin Assets or the Business infringes on any intellectual property rights of others. There are no claims, demands or proceedings instituted, pending or, to the Knowledge of the Shareholders threatened, by any third party pertaining to or

IN WITNESS WHEREOF, the parties have caused this Stock Purchase Agreement to be duly executed as of the day and year first above written.

KERR CORPORATION

By: *James J. Gundersen*
Title: President

SAFE-WAVE PRODUCTS, INC.

By: _____
Title: _____

SL PRODUCTS, INC.

By: _____
Title: _____

NIKMIN, INC.

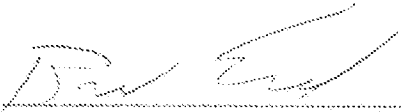
By: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Stock Purchase Agreement to be duly executed as of the day and year first above written.

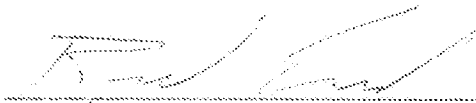
KERR CORPORATION

By: _____
Title: _____

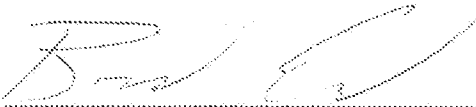
SAFE-WAVE PRODUCTS, INC.

By: 
Title: PRESIDENT

SL PRODUCTS, INC.

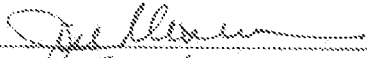
By: 
Title: PRESIDENT

NIKMIN, INC.

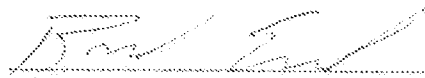
By: 
Title: PRESIDENT

SHAREHOLDERS:

JILL ESROCK, TRUSTEE OF THE JILL
ESROCK REVOCABLE TRUST

By: 
Title: Trustee

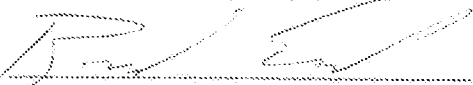
BERNARD ESROCK, TRUSTEE OF THE
BERNARD ESROCK REVOCABLE TRUST

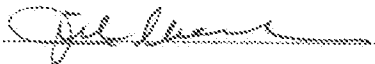
By: 
Title: TRUSTEE

CONNIE BOXER, TRUSTEE OF THE
ESROCK FAMILY IRREVOCABLE
INSURANCE TRUST DATED OCTOBER
12, 1998

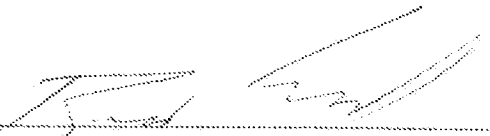
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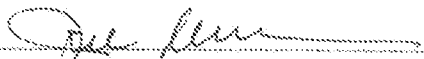
BERNARD ESROCK, JILL ESROCK, AND
CONNIE BOXER, TRUSTEES OF THE
ESROCK FAMILY 1999 IRREVOCABLE
TRUST DATED AUGUST 9, 1999

By: 

By: 

By: _____


Bernard Esrock


Jill Esrock

SHAREHOLDERS:

JILL ESROCK, TRUSTEE OF THE JILL
ESROCK REVOCABLE TRUST

By: _____
Title: _____

BERNARD ESROCK, TRUSTEE OF THE
BERNARD ESROCK REVOCABLE TRUST

By: _____
Title: _____

CONNIE BOXER, TRUSTEE OF THE
ESROCK FAMILY IRREVOCABLE
INSURANCE TRUST DATED OCTOBER
12, 1998

By: Connie Boxer
Title: Trustee

BERNARD ESROCK, JILL ESROCK, AND
CONNIE BOXER, TRUSTEES OF THE
ESROCK FAMILY 1999 IRREVOCABLE
TRUST DATED AUGUST 9, 1999

By: _____

By: _____

By: Connie Boxer

Bernard Esrock

Jill Esrock

SCHEDULE 3.13

INTANGIBLE ASSETS

1. See attached.
2. Known potential infringers on the patents related to the Business:
 - a. Henry Schein
 - b. DCI
 - c. Crystal Tips - Irvine California
 - d. American Dental Accessories - Minneapolis, Minnesota
 - e. Pro-Tip (possible infringement only)

10	6447	Fitting for Dental Syringe	12/22/99	09/471,456	- - -	- - -	Pending - New application	- - -
11	6451	Reissue - Method for Making Disposable Tubular Device	01/07/99	09/227,037	- - -	- - -	Pending - Reissue Application based on 6426 - Received first Office action; response filed 09/13/99	- - -
12	6452	Fitting for Dental Syringe	03/04/99	09/262,759	- - -	- - -	Pending - Received first Office action; response filed 12/13/99	- - -
13	6460	Disposable Dental Syringe Tip	12/22/99	09/471,041	- - -	- - -	Pending - New Continuation application based on 6437	- - -

TRADEMARK ESTATE

Tab	File Number	Mark/Class	Filing Date	Serial Number	Registration Number	Issue Date	Status
13	6414	SAFE-TIPS (Class 10) (Safe-Wave Products)	10/07/91	74/210,458	1,746,977	01/19/93	Registered - Renewal due January 19, 2003.
14	6428	SPREE (Class 10) (Nikmin)	11/02/95	7 /014,607	2,041,443	02/25/97	Registered - Affidavit of Use due February 25, 2003.
15	6429	SEAL-TIPS (Class 10) (SL Products)	11/02/95	7 /014,606	2,013,658	11/05/96	Registered - Affidavit of Use due November 5, 2002.