

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perfect Smile Corporation		05/20/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BioActives LLC		
Street Address:	27 Alma Street		
City:	Belmont		
State/Country:	MASSACHUSETTS		
Postal Code:	02178		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3208985	PERFECT SMILE	
Registration Number:	3234437	Q-LITOL	
Registration Number:	3300851	GET 'EM WHITE! KEEP 'EM WHITE!	
CORRESPONDENCE DATA			
Fax Number:	6147480631		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	614-847-0023		
Email:	smueller@muelleriplaw.com		
Correspondent Name:	Jerry K. Mueller, Jr.		
Address Line 1:	86 Village Pointe Drive		
Address Line 4:	Powell, OHIO 43065-7760		
ATTORNEY DOCKET NUMBER:	BIO 4-021		
NAME OF SUBMITTER:	Jerry K. Mueller, Jr.		

OP \$90.00 3208985

Signature:	/J.K. Mueller, Jr./
Date:	10/22/2013
Total Attachments: 4 source=PSC 2013 Signed#page1.tif source=PSC 2013 Signed#page2.tif source=PSC 2013 Signed#page3.tif source=PSC 2013 Signed#page4.tif	

AGREEMENT

THIS AGREEMENT (the "Agreement") is made this 20th day of May 2013, by and between BioActives LLC, a Delaware limited liability company, having a business address at 27 Alma Street, Belmont, MA 02178 (hereinafter "BioActives"), and Perfect Smile Corporation, a Delaware corporation having an office at 27211 Northline, Taylor, MI 48180, (hereinafter "PSC").

WITNESSETH:

WHEREAS, the Parties have entered into a License Agreement dated as of July 1, 2004 ("License Agreement") as amended by an Agreement dated as of December 29, 2009 ("First Amendment"); and

WHEREAS, the Parties have entered into a Whitening Pen License Agreement dated July 15, 2011 ("WP License Agreement"); and

WHEREAS, PSC is in arrears in its payment of license fees due under the License Agreement, the First Amendment and the WP License Agreement; and

WHEREAS, the Parties desire to amend and supersede specific Articles in the License Agreement, the First Amendment and the WP License Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions herein set forth, BioActives and PSC agree as follows.

ARTICLE I -- AGREEMENT

- 1.1 PSC acknowledges that it is in arrears on periodic royalty payments as stipulated in paragraph 1(e) of the First Amendment and Article 3.1 of the WP License Agreement in the approximate amount of \$20,000 as of December 31, 2012.
- 1.2 PSC agrees that such royalty payment arrears will be secured against its inventory, equipment, and trademarks, including but not limited to PERFECT SMILE (Reg. No. 3,208,985), Q-LITOL (Reg. No. 3,234,437), and GET 'EM WHITE! KEEP 'EM WHITE! (Reg. No. 3,300,8951); and further agrees to enter into a secured financing agreement in form to be registered with the State of Michigan. Such financing statement also will encompass all current and future royalties due BioActives from PSC.
- 1.3 If PSC fails to enter into the security agreement and financing statements called for herein, BioActives shall have the right, but not the obligation, to cancel the License Agreement, the First Amendment and the WP License Agreement upon 30 days prior written notice.

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- 1.4 Beginning July 1, 2013 and on the first of each calendar month thereafter, PSC agrees to pay to BioActives a minimum payment of \$600 per month against accumulated royalties as identified in Article 1.1 above and additional royalties earned subsequent to December 31, 2012 under paragraph 1(e) of the First Amendment and Article 3.1 of the WP License Agreement. Upon full payment of royalties due and the one-time payment stipulated in Article 1.6 below, Bioactives will release its security interest in the inventory, equipment and trademarks of PSC as authorized in Article 1.2 above. If any minimum payment is not received by BioActives as of the 15th day of each calendar month, BioActives has the right, but not the obligation, to immediately declare this Agreement in material breach and immediately cancel the License Agreement, the First Amendment and the WP License Agreement.
- 1.5 By executing this Agreement, Article 3.3 of the License Agreement dated July 1, 2004 and paragraph 1(f) of the First Amendment are hereby cancelled and PSC has no monetary obligations under said Article 3.3 and paragraph 1(f).
- 1.6 Upon the sale of all or a substantial portion of PSC assets, PSC shall immediately pay to BioActives a one-time payment of \$50,000. Such payment does not relieve PSC or its licensee or its transferee from any and all royalty payments due under paragraph 1(e) of the First Amendment and Article 3.1 of the WP License Agreement.
- 1.7 BioActives has the right, but not the obligation, to declare the License Agreement, the First Amendment, and the WP License Agreement in material breach and immediately cancel them upon 30 days prior written notice for any other breach not superseded by this Agreement.
- 1.8 In the event PSC licenses the use of one or more of its trademarks to a third party, ten percent (10%) of license fees received by PSC shall be paid to Bioactives within 15 days following receipt and applied against accumulated royalties in addition to the monthly payment stipulated in Article 1.4 above, and such payments shall no longer be required upon full payment of royalties as stated in Article 1.4.
- 1.9 Any License Agreement, First Amendment or WP License Agreement right, obligation, or item not specifically altered and/or amended herein is hereby declared to be in full force and effect.

ARTICLE II - GENERAL CONDITIONS

- 2.1 Neither Party hereto shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not

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- limited to, fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, failure or delay in delivery by suppliers or delays in transportation.
- 2.2 The invalidity of any clause of this Agreement shall not operate as an invalidity of the entire Agreement unless such invalid clause shall go to the essence of this Agreement, but the Agreement shall be interpreted as if such invalid clause shall never have been written herein.
- 2.3 Any notices required or permitted under this Agreement shall be in writing and shall be sufficiently given if (a) personally delivered, (b) sent by courier or via express mail service, proper postage prepaid, (c) sent by registered or certified mail, return-receipt requested, proper postage pre-paid, or (d) sent by facsimile transmission with transmission confirmation generated. Any such notice shall be addressed to the Party entitled or required to receive such notice at the addresses specified above or at such other address as either Party may specify from time to time by written notice in accordance herewith. Any notices given hereunder shall be deemed to have been received on the earlier of the date of actual receipt, three (3) days after depositing in the mail or with the courier service, or twenty-four (24) hours after sending a facsimile.
- 2.4 Nothing herein contained shall be construed to place the Parties in the relationship of partners or joint ventures, and neither Party shall have any power to obligate or bind the other Party in any manner whatsoever.
- 2.5 None of the terms of this Agreement can be waived or modified except by an express agreement in writing signed by both Parties. There are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement, which represents the entire understanding of the Parties. The failure of either Party hereto to enforce, or the delay by either Party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver or a modification thereof.
- 2.6 This Agreement shall be governed by and construed and enforced in accordance with the laws of The State of Delaware, without regard to its principles of conflicts or laws. English shall be the official language of this Agreement despite any translations of the Agreement into other languages.
- 2.7 This Agreement shall be binding upon, and inure to the benefit of, BioActives and PSC and their respective legal representatives, successors, and permitted assigns; provided that, except as set forth below, neither this Agreement nor any of the licenses or other
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rights granted under it shall be assignable by PSC without the prior written consent of BioActives. Neither BioActives nor PSC may assign this Agreement without the written consent of the other Party, except to an Affiliate, and except that PSC may assign this Agreement to a purchaser of substantially all of the assets or stock of the business or product line in which the Licensed Products are included. Any other assignment or transfer without such written consent and approval shall be null and void.

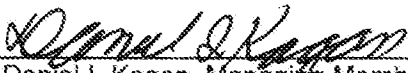
2.8 This Agreement, including all Appendices, if any, attached hereto, sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and understandings relating thereto.

2.9 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration, in Boston, Massachusetts in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and judgment upon the award rendered by the arbitrators, as selected below, may be entered in any court having jurisdiction thereof and shall be final and binding upon the parties hereto. Each Party shall select an arbitrator and the two selected arbitrators shall appoint a third arbitrator, whose majority decision will be binding upon the Parties. The Federal Rules of Civil Procedure shall apply to the conduct of discovery relating to the arbitration.

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed as of the date and year first above written.

BIOACTIVES LLC

Date: 5/21/13

By: 
Daniel I. Kagan, Managing Member

PERFECT SMILE CORPORATION

Date: 5/20/13

By: 
Gerald E. Patefa, President