

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322286

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Proctor & Gamble Business Services Canada Company		10/31/2014	CORPORATION: NOVA SCOTIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Young Dental Manufacturing I, LLC		
<b>Street Address:</b>	13705 East Shoreline Court		
<b>City:</b>	Earth City		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63045		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MISSOURI		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2246052	ORANG-A-TANGY	
<b>Registration Number:</b>	2456164	FUNTRAYS	
<b>Registration Number:</b>	1437178	CENTWINS	
<b>Registration Number:</b>	0665936	FLUORINSE	
<b>Registration Number:</b>	1850184	MINUTE-FOAM	
<b>Registration Number:</b>	1947660	NEUTRA-FOAM	
<b>Registration Number:</b>	1779451	NEUTRACARE	
<b>Registration Number:</b>	2012616	PERFORMAX	
<b>Serial Number:</b>	86391070	SUPA	
<b>Serial Number:</b>	86391076	SOFT PERFORMAX	
<b>Registration Number:</b>	1437179	CENTRAYS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	3128622200		
<b>Email:</b>	rob.soneson@kirkland.com		
<b>Correspondent Name:</b>	Rob Soneson		
<b>Address Line 1:</b>	300 N LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
		<b>TRADEMARK</b>	

CH \$290.00 2246052

<b>Address Line 4:</b>	Chicago, ILLINOIS 60654
<b>ATTORNEY DOCKET NUMBER:</b>	15532-1
<b>NAME OF SUBMITTER:</b>	Rob Soneson
<b>SIGNATURE:</b>	/rsoneson/
<b>DATE SIGNED:</b>	11/05/2014
<b>Total Attachments: 5</b> source=P&G Oral Care - Trademark Assignment (Executed)#page1.tif source=P&G Oral Care - Trademark Assignment (Executed)#page2.tif source=P&G Oral Care - Trademark Assignment (Executed)#page3.tif source=P&G Oral Care - Trademark Assignment (Executed)#page4.tif source=P&G Oral Care - Trademark Assignment (Executed)#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (“Agreement”) is made and entered into on October 31, 2014 (“Effective Date”), by and between Procter & Gamble Business Services Canada Company, a Province of Nova Scotia corporation (“Assignor”), and Young Dental Manufacturing I, LLC, a Missouri limited liability company (“Assignee”).

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, of even date herewith by and between Assignor and Assignee (Purchase Agreement); and

**WHEREAS**, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the entire right, title and interest in and to the registered trademarks described on Attachment 1 attached hereto and the goodwill associated therewith (the “Trademarks”).

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

Assignor hereby irrevocably sells, assigns, transfers, and relinquishes to Assignee, its successors, assigns, and legal representatives, and Assignee hereby accepts from Assignor, the entire right, title, and interest in and to the Trademarks, including, without limitation, all registrations and applications of any of the foregoing and any renewals and extensions of any of the foregoing, in the United States and Canada.

Assignor hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office, the Commissioner of the Canadian Intellectual Property Office and the corresponding entity or agency in any applicable foreign country, to record Assignee as assignee and owner of the Trademarks.

This Agreement is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are hereby incorporated herein by reference. In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their respective assigns, transferees and successors.

This Agreement may be executed in any number of counterparts, all of which will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or

other electronic format based on common standards will be effective as delivery of a manually executed counterpart of this Agreement.

\* \* \* \* \*

*[Signature pages follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

PROCTER & GAMBLE BUSINESS SERVICES  
CANADA COMPANY

By: Laura Becker  
Name: Laura Becker  
Title: Manager, GBD

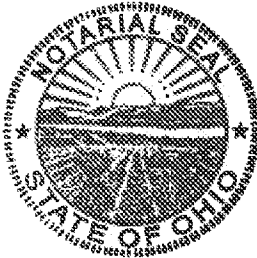
State of Ohio  
County of Hamilton } SS.:

On October 31, 2014, 2014, before me, Barbara Steinmetz Kessling, personally appeared Laura Becker, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Ohio that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Barbara Steinmetz Kessling



Barbara Steinmetz Kessling  
Notary Public, State of Ohio  
My Commission Expires 06-12-2016

ASSIGNEE:

YOUNG DENTAL MANUFACTURING I, LLC

Date: 10-31, 2014

By:   
Name: David Sproat  
Title: President and Chief Executive Officer

Attachment 1 to the General Trademark Assignment

List of TRADEMARKS

Trademark	Country	App'l'n #	App'l'n Date	Reg'n #	Reg'n Date	Status
ORANG-A-TANGY	Canada	873899	31-Mar-1998	516437	16-Sep-1999	Registered
ORANG-A-TANGY	USA	75458871	30-Mar-1998	2246052	18-May-1999	Registered
BANANA SPLITZ	Canada	1020024	22-Jun-1999	541163	14-Feb-2001	Registered
FUNTRAYS	Canada	1018558	10-Jun-1999	538815	18-Dec-2000	Registered
FUNTRAYS	USA	75728940	15-Jun-1999	2456164	29-May-2001	Registered
CENTRAYS	Canada	497717	21-Jan-1983	TMA283709	30-Sep-1983	Registered
CENTRAYS	USA	73466813	22-Feb-1984	1437179	21-Apr-1987	Registered
CENTWINS	Canada	501511	07-Apr-1983	TMA285859	16-Dec-1983	Registered
CENTWINS	USA	73466786	22-Feb-1984	1437178	21-Apr-1987	Registered
FLUORINSE	Canada	620358	30-Nov-1988	360802	20-Oct-1989	Registered
FLUORINSE	USA	72028956	26-Apr-1957	665936	19-Aug-1958	Registered
MINUTE-FOAM	Canada	671684	30-Nov-1990	427113	13-May-1994	Registered
MINUTE-FOAM	USA	74124985	20-Dec-1990	1850184	16-Aug-1994	Registered
Minute-Gel (&Clock Device 85bw)	Canada	603435	23-Mar-1988	356647	02-Jun-1989	Registered
NEUTRA-FOAM	Canada	759024	08-Jul-1994	450721	24-Nov-1995	Registered
NEUTRA-FOAM	USA	74545051	30-Jun-1994	1947660	09-Jan-1996	Registered
NEUTRACARE	Canada	674819	31-Jan-1991	420489	10-Dec-1993	Registered
NEUTRACARE	USA	74134362	28-Jan-1991	1779451	29-Jun-1993	Registered
PERFORMAX	USA	74618345	04-Jan-1995	2012616	29-Oct-1996	Registered
SUPA	USA	86391070	10-Sep-2014	N/A	N/A	Pending
SOFT PERFORMAX	USA	86391076	10-Sep-2014	N/A	N/A	Pending

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