

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331282

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dr. Bob's Ltd.		12/19/2014	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	Orabrush, Inc.		
Street Address:	14850 S. Pony Express Rd.		
Internal Address:	Suite 200		
City:	Bluffdale		
State/Country:	UTAH		
Postal Code:	84065		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3630497	ORABRUSH	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2001 Ross Avenue, Suite 3600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	54161-10310		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	02/05/2015		
Total Attachments: 5			
source=Dr. Bobs TM Assignment#page1.tif			
source=Dr. Bobs TM Assignment#page2.tif			
source=Dr. Bobs TM Assignment#page3.tif			

CH \$40.00 3630497

source=Dr. Bobs TM Assignment#page4.tif

source=Dr. Bobs TM Assignment#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment") is made effective as of December 19, 2014, by and between Dr. Bob's Ltd., an Iowa corporation, having a principal business address of 1711 West 1300 South, Springville, Utah 84663 ("Assignor"), and Orabrush, Inc., a Delaware corporation, having a principal business address of 14850 S. Pony Express Rd., Suite 200, Bluffdale, Utah 84065 ("Assignee").

WHEREAS, Assignor is the owner of U.S. Patent No. 6,792,642, which issued on September 21, 2004 and is titled Tongue Cleaning Device (the "Patent") and is the owner of the trademark registrations and applications for the mark ORABRUSH as defined in Schedule 1 (the "Trademarks"); and

WHEREAS, Assignee desires to acquire the right, title, and interest in the Patent and the Trademarks;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Property"):
 - (a) the Patent and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof;
 - (b) the Trademarks and all issuances, extensions and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided, however, that, only with respect to United States intent-to-use trademark applications, the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;
 - (c) all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party;
 - (d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including, without limitation, all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor authorizes the United States Patent and Trademark Office and any other governmental entity to record and register this IP Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including, without limitation, the execution of any documents, files, registrations, oaths, affidavits, declaration, exhibits, assignments, power of attorney or other similar items, to ensure that the Assigned Property is properly assigned to Assignee, or any assignee or successor thereto. Assignor hereby further agrees to communicate to said Assignee, or to its successors, assigns and legal representatives, any facts known to Assignor respecting any improvements to the Patent. Assignor hereby further agrees, at the expense of said Assignee, or its successors, assigns and legal representatives, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to vest title in the Trademarks and Patent in said Assignee and to aid said Assignee, its successors, assigns and legal representatives, to obtain and enforce proper protection for the Trademarks and Patent in all countries.

3. Representations of Ownership. Assignor represents and warrants that it is the sole owner of the Patent and the Trademarks and has all requisite power and authority to execute into this IP Assignment.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and the other documents delivered pursuant hereto and the legal relations between and among the Parties shall be governed and construed in accordance with the laws of the State of Delaware, without giving effect to its principles of conflict of laws.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this IP Assignment as of the date first above written.

ASSIGNOR

Dr. Bob's Ltd.

By: Robert Wagsstaff
Name: Robert Wagsstaff
Title: President
Address for Notices:

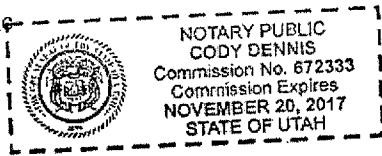
1711 West 1300 South
Springville, Utah 84663

STATE OF UTAH)
) ss.
COUNTY OF UTAH)

Before me, the undersigned authority, on this 19 day of December, 2014, Robert Wagsstaff personally appeared to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment.

[Signature]

Notary Public



(Legibly Print or Stamp Name of Notary)

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK REGISTRATIONS	
JURISDICTION	REGISTRATION NO.
United States	3,630,497
Canada	TMA863428
Taiwan	1462960
International	1055424
Australia	1394686
European Community	1055424
Japan	1055424
Singapore	T1015239H
TRADEMARK APPLICATIONS	
JURISDICTION	APPLICATION NO.
India	2044632
China	G1055424
Korea	41-2013-0001213
	41-2013-0001217