

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orabrush, Inc.		12/22/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	DenTek Oral Care, Inc.		
Street Address:	307 Excellence Way		
City:	Maryville		
State/Country:	TENNESSEE		
Postal Code:	37801		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3973234		
Registration Number:	4043124		
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: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Trademark Assignment”) is made effective as of December 22, 2014, by and between Orabrush, Inc., a Delaware corporation, having an address of 14850 South Pony Express Way #200, Bluffdale, UT 84065 (“Seller”) and DenTek Oral Care, Inc., a Tennessee corporation, having a principle business address of 307 Excellence Way, Maryville, TN 37801 (“Buyer”), the purchaser of certain assets of Seller pursuant to a Asset Purchase Agreement between Buyer and Seller and the other parties thereto, dated as of December 19, 2014 (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to the following (the “Assigned Trademarks”):
 - a. the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof, together with the goodwill of the business symbolized thereby; provided, however, that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;
 - b. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - c. 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
 - d. 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, dilution, 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. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.
3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
4. Counterparts. This Trademark 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 Trademark 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 Trademark Assignment.
5. Successors and Assigns. This Trademark 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 Trademark 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.

IN WITNESS WHEREOF, Seller and Buyer caused this Trademark Assignment to be duly executed as of the date first written above.

SELLER

ORABRUSH, INC.

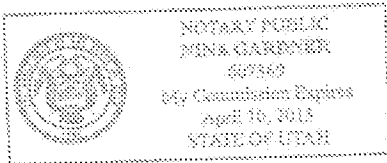
By: *Jeff D. Davis*
Jeff D. Davis
Chief Executive Officer

STATE OF Utah)
COUNTY OF Salt Lake) ss.

Before me, the undersigned authority, on this 22nd day of December, 2014, Jeff D. Davis 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.

Maria Gardner

Notary Public



Maria Gardner

(Legibly Print or Stamp Name of Notary)

[Signature Pages to Trademark Assignment Agreement]

ACCEPTED BY BUYER

DENTEK ORAL CARE, INC.

By: [Signature]
David Fox
Chief Executive Officer and President

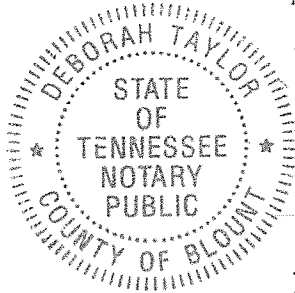
STATE OF Tennessee)
COUNTY OF Blount) ss.

Before me, the undersigned authority, on this 22nd day of December, 2014, personally appeared David Fox known 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

my commission expires 5-31-15



Deborah Taylor
(Legibly Print or Stamp Name of Notary)

SCHEDULE 1

Mark	Serial Number	Filing Date	Country	Registration Number	Issue Date
Lab Guy	85/105,983	8/12/2010	US	3,973,234	6/7/2011
Tongue Guy	85/105,920	8/12/2010	US	4,043,124	10/18/2011
Orabrush	2,044,632	10/26/2010	India		
Orabrush	99052303	10/21/2010	Taiwan	1462960	7/1/2011
Orabrush	1500030	10/18/2010	Canada	TMA863428	10/23/2013
Orabrush	IR-1055424	10/15/2010	Australia	1394686	7/22/2011
Orabrush	A0021690	10/15/2010	International	IR-1055424	10/15/2010
Orabrush	IR-1055424	10/15/2010	Community	IR-1055424	10/15/2010
Orabrush	IR-1055424	10/15/2010	China		
Orabrush	IR-1055424	10/15/2010	Japan	IR-1055424	10/15/2010
Orabrush	41-2013--0001217	1/11/2013	South Korea		
Orabrush (in Korean)	41-2013-0001213	1/11/2013	South Korea		
Orabrush	IR-1055424	10/15/2010	Singapore	T1015239H	3/23/2011
Orabrush	77/589,404	10/9/2008	US	3,630,497	6/2/2009
Lab Guy	1514163	2/7/2011	Canada	TMA863581	10/25/2013
Tongue Guy	2099126	2/11/2011	India		
Tongue Guy	1514148	2/7/2011	Canada	TMA863579	10/25/2013
Tongue Guy	100006769	2/11/2011	Taiwan	1479003	10/16/2011
Lab Guy	2099111	2/11/2011	India		
Lab Guy	100006770	2/11/2011	Taiwan	1495257	1/1/2012
Lab Guy	IR-1068953	2/9/2011	Australia	1415902	9/26/2011
Lab Guy	A0023187	2/9/2011	International	IR-1068953	2/9/2011

Mark	Serial Number	Filing Date	Country	Registration Number	Issue Date
Lab Guy	IR-1068953	2/9/2011	Community	IR-1068953	2/9/2011
Lab Guy	IR-1068953	2/9/2011	Japan	IR-1068953	12/16/2011
Lab Guy	IR-1068953	2/9/2011	South Korea		
Lab Guy	IR-1068953	2/9/2011	Singapore		
Lab Guy	IR-1068953	2/9/2011	China		
Tongue Guy	IR-1069431	2/9/2011	Australia	1416004	10/4/2011
Tongue Guy	A0023186	2/9/2011	International	IR-1069431	2/9/2011
Tongue Guy	IR-1069431	2/9/2011	Community	IR-1069431	2/9/2011
Tongue Guy	IR-1069431	2/9/2011	Japan	IR-1069431	2/9/2011
Tongue Guy	IR-1069431	2/9/2011	South Korea	IR-1069431	12/15/2011
Tongue Guy	IR-1069431	2/9/2011	Singapore		
Tongue Guy	IR-1069431	2/9/2011	China	G1069431	2/9/2011