

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358068

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IPB, Inc.		08/17/2015	CORPORATION:
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: 2			
Property Type	Number	Word Mark	
Serial Number:	86574616	SMART STRIP	
Serial Number:	86738252	SMARTSTRIP	
CORRESPONDENCE DATA			
Fax Number:	5132416234		
<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:	5132412324		
Email:	usptodock@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-425		
NAME OF SUBMITTER:	Sarah Otte Graber		
SIGNATURE:	/Sarah O. Graber/		
DATE SIGNED:	10/09/2015		
Total Attachments: 5			
source=IPB Assignment Agreement 8.17.15#page1.tif			
source=IPB Assignment Agreement 8.17.15#page2.tif			
source=IPB Assignment Agreement 8.17.15#page3.tif			

OP \$65.00 86574616

source=IPB Assignment Agreement 8.17.15#page4.tif

source=IPB Assignment Agreement 8.17.15#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This ASSIGNMENT is dated as of August 17, 2015, (the "Effective Date") between IPB, Inc., a California corporation having its principal office at 7045 Palm Avenue, Highland, CA 92346 ("Assignor"), and Kerr Corporation, a Delaware corporation, having its principal office at 1717 W. Collins Avenue, Orange, CA 92867 ("Assignee").

WHEREAS Assignor desires to assign to Assignee, and Assignee desires to acquire, all of Assignor's rights, title and interests in and to those patents, patent applications, brand names, trademarks, including common law trademarks, trade names and trademark applications owned by Assignor related to the Professional Dental Products identified in the parties' Supply Agreement, made effective on August 17, 2015 ("2015 Supply Agreement"), which are listed on Exhibit A hereto (collectively "Smart Strip IP").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1) Assignor hereby sells, assigns, transfers, and sets over to Assignee, its successors, assigns and legal representatives, Assignor's entire rights, title and interests in and to:

a) the patents and patent applications of the Smart Strip IP and any and all inventions described and/or claimed therein and any and all improvements of said inventions, and any and all patents and like rights of exclusion (including extensions thereof) of any country that may be granted on or for said inventions or on any counterpart, divisional, continuing, reissue, re-examination, extension, provisional or other patent application based on and/or claiming priority to any of said Smart Strip IP, the same to be held and enjoyed by the Assignee for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from a past, present or future infringement of the Smart Strip IP, along with the right to sue for and collect any damages for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, and

b) the brand names, trademarks, including common law trademarks, trade names in the Smart Strip IP, as part of the entire business or portion thereof to which the trademarks pertain as required by 15 U.S.C. §1060, together with the goodwill of the business symbolized by the Smart Strip IP and the registrations thereto and pending applications therefor, and all other rights that Assignor has enjoyed thereunder in the United States and other foreign countries, including any and all rights to recovery based on past infringement of the Smart Strip IP, the same to be held and enjoyed by the Assignee, its successors, assigns, or other legal representatives.

- 2) Assignor represents and warrants the following:
- a) the Smart Strip IP identified on Exhibit A represents the totality of the patents and patent applications held by Assignor as of the Effective Date of this Assignment;
 - b) the Smart Strip IP identified on Exhibit A represents the totality of brand names, trademarks, including common law trademarks, trade names and all applications for registration of trademarks held by Assignor as of the Effective Date of this Assignment;
 - c) Assignor has not done or omitted to do anything that may cause any of the Smart Strip IP to lapse prematurely or be the subject of a compulsory license;
 - d) Assignor has not assigned or licensed any rights to the Smart Strip IP to any other party;
 - e) the Smart Strip IP is free from any security interest, option, mortgage, charge, lien or other encumbrance that would prevent Assignor from selling the Smart Strip IP;
 - f) Assignor is not aware that any third party owns or claims any rights in the Smart Strip IP; and
 - g) Assignor shall not adopt or use any of the brand names, trademarks or trade names assigned to Assignee, or any trademark or name similar to that utilized by Assignee in connection with the sale and promotion of the Professional Dental Products or any product similar to the Professional Dental Products of the 2015 Supply Agreement.
- 3) Assignor will indemnify Assignee, and will keep it indemnified, against any and all claims, liability and costs, including legal costs, arising from breach or non-performance of the foregoing warranties and representations, and will take all action and deliver all documents necessary to correct said breach or non-performance.
- 4) Assignor authorizes and requests the Commissioners of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to register patents and trademarks, to record Assignee as the assignee and owner of the Smart Strip IP, and to issue any and all Letters Patent and trademark registrations of the United States, and any country or countries foreign, to Assignee.
- 5) By this covenant, upon the request of Assignee, Assignor agrees at any time to:
- a) execute or procure any further necessary assurances of title to said invention and brand names, trademarks, including common law trademarks, and trade names, and patents, patent applications, trademark applications and trademark registrations;

b) execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention and brand names, trademarks, including common law trademarks, and trade names, and patents, patent applications, trademark applications and trademark registrations that may be granted therefore, in Assignee, its successors, assigns or other legal representatives;

c) execute any additional or divisional applications for patents for said invention and trademarks, or any part or parts thereof, and for the reissue of any Letters Patents or trademark registrations to be granted therefore, and make all rightful oaths and do all lawful acts requisite for procuring the same or for aiding therein;

d) all of the foregoing without further compensation from, but at the expense of, Assignee, its successors, assigns, or other legal representatives.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first above written.

[Remainder of Page Intentionally Blank]

ASSIGNOR:

By: [Signature]

Name: RYAN MOSE

Title: CEO

8-17-15

Acknowledgement by Notary Public

State of _____

County of _____

On this _____ day of August, 2015, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

Seal: _____

Signature: _____

ASSIGNEE:

By: [Signature]

Name: LARS GENLEACH

Title: VP PROCUREMENT

8/17/15

Acknowledgement by Notary Public

State of _____

County of _____

On this _____ day of August, 2015, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

Seal: _____

Signature: _____

Exhibit A

MATTER	COUNTRY	SERIAL NO.	FILING DATE
Design Patent -- STRAIGHT INTERPROXIMAL DENTAL TOOL WITH STRAIGHT BLADE	United States	29/503,746	9/29/2014
Design Patent -- ARCUATE INTERPROXIMAL DENTAL TOOL WITH ARCUATE BLADE	United States	29/503,749	9/29/2014
Design Patent -- STRAIGHT INTERPROXIMAL DENTAL TOOL WITH STRAIGHT BLADE	Japan	2015-6301	3/24/2015
Design Patent -- ARCUATE INTERPROXIMAL DENTAL TOOL WITH ARCUATE BLADE	Japan	2015-6302	3/24/2015
Utility Patent Application -- INTERPROXIMAL DENTAL TOOL WITH STRAIGHT AND CURVED BLADE INCLUDING IMPROVED GRIPPING UPPER AND SIDE SURFACES AND SAFETY RETAINING MEMBERS	United States	14/523,910 PENDING	10/26/2014
Trademark Application -- SMART STRIP	United States	86/574,616	3/24/2015
Trademark Application -- SMARTSTRIP (one word) - Pending	United States	PENDING	TBD
Design Patent -- STRAIGHT INTERPROXIMAL DENTAL TOOL WITH SANDPAPER ON ONE SIDE AND SHARP RAZOR BLADE EDGE	United States	29/534,940	8/2/2015
Design Patent -- STRAIGHT INTERPROXIMAL DENTAL TOOL WITH SANDPAPER ON BOTH SIDES AND SHARP RAZOR BLADE EDGE	United States	29/534,941	8/2/2015
Design Patent -- ARCUATE INTERPROXIMAL DENTAL TOOL WITH SANDPAPER ON INTERIOR SIDE AND SHARP RAZOR BLADE EDGE	United States	29/534,943	8/2/2015
Design Patent -- STRAIGHT INTERPROXIMAL DENTAL TOOL WITH STRAIGHT BLADE	China	ISSUED Number coming	TBD
Design Patent -- ARCUATE INTERPROXIMAL DENTAL TOOL WITH ARCUATE BLADE	China	ISSUED Number coming	TBD
Design Patent -- STRAIGHT INTERPROXIMAL DENTAL TOOL WITH STRAIGHT BLADE	European Union	002669762-0001	March 26, 2015
Design Patent -- ARCUATE INTERPROXIMAL DENTAL TOOL WITH ARCUATE BLADE	European Union	002669788-0001	March 26, 2015