

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383732

<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>
Water Pik, Inc.		02/08/2008	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Whip Mix Corporation		
<b>Street Address:</b>	361 Farmington Avenue		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40217		
<b>Entity Type:</b>	Corporation: KENTUCKY		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1385131	OCCLUSA-CHECK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	5024239850		
<b>Email:</b>	resa@inventky.com		
<b>Correspondent Name:</b>	Theresa Camoriano		
<b>Address Line 1:</b>	9750 Ormsby Station Road #210		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40223		
<b>NAME OF SUBMITTER:</b>	Theresa Camoriano		
<b>SIGNATURE:</b>	/tfc/		
<b>DATE SIGNED:</b>	05/10/2016		
<b>Total Attachments: 8</b>			
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ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS made as of the 8<sup>th</sup> day of February, 2008, by WATER PIK, INC., a Delaware corporation with its principal place of business at 1730 East Prospect Road, Fort Collins, Colorado 80553-0001 ("Assignor"), to WHIP MIX CORPORATION, a Kentucky corporation with its principal place of business at 361 Farmington Avenue, P.O. Box 17183, Louisville, KY 40217 ("Assignee").

#### RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated February 8, 2008 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the service marks, trademarks, trademark applications and trade names of Assignor identified on Exhibit A hereto. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request for the purpose of carrying out the assignment of the service marks, trademarks, trademark applications and trade names identified on Exhibit A to Assignee, including executing such further assignments therefor, as may be necessary for recording the assignment thereof.

In accordance therewith, Assignor desires to transfer and assign to Assignee all of Assignor's right, title and interest in, to and under the service marks, trademarks, trademark applications and trade names identified on Exhibit A annexed hereto (the service marks, trademarks, trademark applications and trade names identified on Exhibit A collectively referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for, in consideration of and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby at the Effective Time sell, convey, transfer and assign to Assignee all of Assignor's right, title and interest in, to and under the Marks, all rights to sue for infringement thereof, whether arising prior to or subsequent to the date of this ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS, and any and all renewals and extensions thereof, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS not been made.

Except to the extent that United States federal law or foreign law, for any such foreign service marks, trademarks, trademark applications and trade names identified on Exhibit A, preempts state law with respect to the matters covered hereby, this ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS shall be governed by and construed in accordance with the laws of the State of Delaware.

Assignee is the successor to the portion of the business of Assignor in which the Marks are used or intended to be used.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement. Notwithstanding anything to the contrary contained herein,

the terms hereof are subject to the terms, provisions, conditions and limitations set forth in the Agreement, and this instrument is not intended to alter the obligations of the parties to the Agreement. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided in the Agreement. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall control except that notwithstanding anything to the contrary in the Agreement, the only service marks, trademarks, trademark applications and trade names being assigned by this document are those listed on Exhibit A.

This instrument may be executed by the parties hereto in one or more counterparts and by facsimile, each of which shall be an original and all of which shall constitute one and the same instrument.


[Signature page and Exhibit A follow]

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this ASSIGNMENT OF SERVICE MARKS AND TRADEMARKS as of the date first above written.

Assignor:

WATER PIK, INC.

By:

  
Richard P. Bisson, President and CEO

[SEAL]

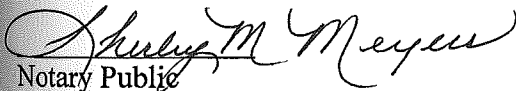
State of Colorado)

) ss.:

County of Larimer)

On this 8<sup>TH</sup> day of February, 2008, before me <sup>Shirley M.</sup> ~~MEYERS~~, personally appeared Richard P. Bisson, President and CEO of Water Pik, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

  
Notary Public

SHIRLEY M. MEYERS  
NOTARY PUBLIC  
STATE OF COLORADO

My Commission Expires 08/22/2008

EXHIBIT A  
ASSETS RELEASED

Section 1.1. Applicable Definitions.

"Assets" — as defined in Section 2.1 below.

"Business" — the occlusion and lab products and accessories business conducted by Borrower, including the development, manufacture, production, marketing, distribution and sale of the following products and accessories:

- Dental Articulators
- Facebows
- Bunsen Burners
- Alcohol Torches
- Dental Flasks, Compresses and Ejectors
- Electronic Jaw Tracking Devices

"Consent" — any approval, consent, ratification, waiver or other authorization (including any Governmental Authorization).

"Contract" — any agreement or contract (whether written or oral and whether express or implied) that is legally binding.

"Governmental Authorization" — any approval, Consent, license, permit, waiver or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any Legal Requirement, including the Licenses and Permits.

"Governmental Body" — any:

- (a) nation, state, county, city, town, borough, village, district or other jurisdiction of any nature;
- (b) federal, state, local, municipal, foreign or other government;
- (c) governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal); or
- (d) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature.

"Intellectual Property Assets" — all intellectual property primarily or exclusively used in the Business or material or necessary for the operation thereof and that is owned or licensed (as licensee) by Borrower or in which Borrower has a proprietary interest (whether domestic or foreign), including:



(a) all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications used in the Business, including "Hanau" and "Denar";

(b) all patents, patent applications and inventions that may be patentable primarily or exclusively used in the Business;

(c) all registered and unregistered copyrights in both published works and unpublished works primarily or exclusively used in the Business; and

(d) all Know-How, trade secrets and confidential or proprietary information that is used in or held by Borrower primarily or exclusively for use in the Business and that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by other Persons who can obtain economic value from its disclosure or use, and (ii) is the subject of reasonable efforts under the circumstances by Borrower to maintain its secrecy (collectively, "Trade Secrets").

"Inventories" — all inventories owned by Borrower used in or related to the Business, including all finished goods, work in process, raw materials, component parts and all other materials and supplies to be used or consumed by Borrower in the operation of the Business.

"Know-How" — all proprietary and non-proprietary know-how and information owned by or licensed by Borrower to the extent primarily or exclusively used in, held for use or useful to the Business or to the extent necessary or material to the operation thereof, including (a) design drawings, (b) specifications and performance criteria, (c) operating and maintenance instructions and manuals, (d) production and/or manufacturing documentation, methods, layouts, processes and supplier and cost information, (e) prototypes, models or samples, (f) computer-aided design or computer-aided manufacturing data, (g) files relating to applications for Intellectual Property Assets and (h) all files relating to existing and prospective customers and supplies of the Business, including customer lists, vendor lists, cost and pricing information; provided, however, for the avoidance of doubt, that Know-How does not include Software or any modifications thereto not listed on Schedule 2.1(e) as part of the Intellectual Property Assets acquired pursuant to the Asset Purchase Agreement.

"Legal Requirement" — any federal, state, local, municipal, foreign, international, multinational or other administrative order, constitution, law, ordinance, common law, regulation, statute or treaty.

"Liability" — with respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"Licenses and Permits" — as defined in Section 2.1(1) below.

"Person" — any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, Governmental Body or other entity.

"Record" — information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

"Borrower Contract" — any Contract: (a) to which Borrower is a party; (b) under which Borrower has or may become subject to any Liability; or (c) by which Borrower or any of its assets is or may become bound.

"Software" — all available computer software and subsequent versions thereof, including source code, object, executable or binary code, objects, comments, screens, user interfaces, report formats, templates, menus, buttons and icons and all files, data, materials, manuals, design notes and other items and documentation related thereto or associated therewith, but excluding accounting software.

Section 2.1. Assets Released. The assets sold, transferred, conveyed, assigned and delivered by Borrower to Buyer pursuant to the terms and conditions of the Asset Purchase Agreement consist of the following assets, rights and properties of Borrower used in or related to the Business, wherever located, as and to the extent existing as of the closing of the transactions provided for in the Asset Purchase Agreement (collectively, the "Assets"):

(a) all personal property leases which are identified and listed on Schedule 2.1(a);

(b) the Borrower Contracts which are identified and listed on Schedule 2.1(b);

(c) all forklifts, machinery, standards, equipment, spare parts, fittings, fixtures, supplies, tools, dies and other tangible personal property (excluding Inventories but including any computer hardware owned by Borrower and utilized at any of Borrower's locations) used in or related to the Business which are identified and listed on Schedule 2.1(c);

(d) all Inventories, the current categories and amounts of which are identified and listed on Schedule 2.1(d);

(e) all (i) purchase orders or proposals made by or to customers of the Business in the Ordinary Course of Business which have not yet been filled and which are identified and listed on Schedule 2.1(e)(i) and (ii) purchase orders for Inventories or otherwise issued by Borrower with respect to the Business in the



Ordinary Course of Business which have not yet been filed and which are identified and listed on Schedule 2.1(e)(ii);

(f) all Intellectual Property Assets which are identified and listed on Schedule 2.1(f) (including the Software listed thereon) and goodwill related to the Business;

(g) the Know-How;

(h) all operating data, books and Records of Borrower primarily or exclusively used in or related to the Business, including customer lists, sales and other information with respect to customers and suppliers related to the Business as well as an electronic copy of all accounting records of Borrower directly related to the Business for the fiscal year ended September 30, 2007 and for the period from the end of such most recently completed fiscal year through the Closing;

(i) to the extent permitted by law, all permits, licenses, certificates and other Governmental Authorizations primarily or exclusively used in or related to the Business, including those identified and listed on Schedule 2.1(i) (the "Licenses and Permits");

(j) all claims of Borrower against third parties relating primarily or exclusively to the Assets or the Business, whether choate or inchoate, known or unknown, contingent or noncontingent; and

(k) all other property and assets, personal or mixed, tangible or intangible, of every kind or description owned by Borrower and primarily or exclusively used in or related to the Business, wherever located, unless excluded by the Asset Purchase Agreement.

**SCHEDULE 2.1(f)  
TRADEMARKS**

Application No Registration No	TRADEMARK Useage	Country	Status	Registration Date Expiration Date
71,948 691003	HANAU (and Design) Active Trademark	US United States	Registered	JAN-05-1960 JAN-05-2010
1,195,364 TMA647,841	MODEL MATE Active Trademark	CA Canada	Registered	SEP-13-2005 SEP-13-2020
289,285 1,262,890	HANAU-MATE Active Trademark	US United States	Registered	JAN-03-1984 JAN-03-2014
554,295 1,385,131	OCCLUSA CHECK Inactive	US United States	Registered	MAR-04-1986 MAR-04-2016
71/606,379 557,601	TOUCH-O-MATIC Active Trademark	US United States	Registered	APR-15-1952 APR-15-2012
72/398,173 942,874	DENAR (Stylized) Active Trademark	US United States	Registered	SEP-12-1972 SEP-12-2012
74/640,613 1,956,169	MISC. DESIGN (Denar Logo) - Greek delta and rho symbols inside circle Active Trademark	US United States	Registered	FEB-13-1996 FEB-13-2016
74/640,618 1,951,267	DENAR Active Trademark	US United States	Registered	JAN-23-1996 JAN-23-2016
76/547,051 2,904,430	MODEL MATE Active Trademark	US United States	Registered	NOV-23-2004 NOV-23-2014
77/387,972	ULTI-MATE	US United States	Pending	

**TRADEMARK**

**REEL: 005789 FRAME: 0748**

RECORDED: 05/10/2016