

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BrushPoint Innovations, Inc.		09/30/2016	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Ranir, LLC		
Street Address:	4701 East Paris Avenue SE		
City:	Grand Rapids		
State/Country:	MICHIGAN		
Postal Code:	49512		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3306005	BRUSHPOINT	
Registration Number:	3963565	BRUSHPOINT CLINICAL CARE	
Registration Number:	4147862	IPOWER	
Registration Number:	4804443	OPTIMAL WHITENING	
Registration Number:	4927800	SENSITIVE REPRIEVE	
Registration Number:	3644001	VITALHEALTH	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	42080-51-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	09/30/2016		

CH \$165.00 3306005

Total Attachments: 14

source=Proprietary Rights Agreement - Brushpoint - Short Form IP Assignment
(Executed)_ (42841644_11)#page1.tif

source=Proprietary Rights Agreement - Brushpoint - Short Form IP Assignment
(Executed)_ (42841644_11)#page2.tif

source=Proprietary Rights Agreement - Brushpoint - Short Form IP Assignment
(Executed)_ (42841644_11)#page3.tif

source=Proprietary Rights Agreement - Brushpoint - Short Form IP Assignment
(Executed)_ (42841644_11)#page4.tif

source=Proprietary Rights Agreement - Brushpoint - Short Form IP Assignment
(Executed)_ (42841644_11)#page5.tif

source=Proprietary Rights Agreement - Brushpoint - Short Form IP Assignment
(Executed)_ (42841644_11)#page6.tif

source=Proprietary Rights Agreement - Brushpoint - Short Form IP Assignment
(Executed)_ (42841644_11)#page7.tif

source=Proprietary Rights Agreement - Brushpoint - Short Form IP Assignment
(Executed)_ (42841644_11)#page8.tif

source=Proprietary Rights Agreement - Brushpoint - Short Form IP Assignment
(Executed)_ (42841644_11)#page9.tif

source=Proprietary Rights Agreement - Brushpoint - Short Form IP Assignment
(Executed)_ (42841644_11)#page10.tif

source=Proprietary Rights Agreement - Brushpoint - Short Form IP Assignment
(Executed)_ (42841644_11)#page11.tif

source=Proprietary Rights Agreement - Brushpoint - Short Form IP Assignment
(Executed)_ (42841644_11)#page12.tif

source=Proprietary Rights Agreement - Brushpoint - Short Form IP Assignment
(Executed)_ (42841644_11)#page13.tif

source=Proprietary Rights Agreement - Brushpoint - Short Form IP Assignment
(Executed)_ (42841644_11)#page14.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is made and entered into as of September 30, 2016 (“Effective Date”) by and between BrushPoint Innovations, Inc., an Ontario corporation having an a postal address of 2189 King Road, King City Ontario, Canada L7B 1G3 (“Assignor”), and Ranir, LLC, a Delaware limited liability company having an a postal address of 4701 East Paris Avenue SE Grand Rapids, Michigan 49512 (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the date hereof (the “Agreement”);

WHEREAS, pursuant to the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor: (i) the trademark registrations and applications set forth on Schedule A attached hereto, including any registrations and applications therefor, any renewals and extensions of registrations, and all other corresponding rights, and in each case, together with the goodwill of the business associated therewith (collectively, the “Marks”); (ii) the patents and patent applications set forth on Schedule B attached hereto, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or equivalents thereof, and including the subject matter of all claims which may be obtained therefrom, and all patent disclosures, invention disclosures, and inventions (collectively, the “Patents”); (iii) the copyright registrations and applications set forth on Schedule C attached hereto, including all renewals and extensions thereof (collectively, the “Copyrights”); and (iv) the industrial design registrations and applications set forth on Schedule D attached hereto (collectively, the “Industrial Designs”, and together with the Marks, Patents, and Copyrights, the “Intellectual Property”); and

NOW, THEREFORE, for good and valuable consideration as set out in the Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Intellectual Property, for the United States, Canada and for all other countries, including, without limitation, all rights therein provided by international conventions and treaties, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s 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 income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for, and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor agrees that no rights in the Intellectual Property are retained by Assignor.

Assignor hereby requests the Commissioner of Patents, the Commissioner of Trademarks, the Register of Copyrights, and the corresponding entities or agencies in all other applicable jurisdictions, to record Assignee as the assignee and owner of the Intellectual Property.


Assignor shall at Assignee's expense take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), as are reasonably requested by Assignee to effectuate the assignment of the Intellectual Property in accordance with this Assignment, including as are required to obtain and maintain the Intellectual Property, including, without limitation, with respect to the following: (i) the preparation and prosecution of any applications for registration or renewal relating to the Intellectual Property assigned herein; and (ii) the prosecution or defense of any interference, opposition, cancellation, invalidation, reexamination, reissue, infringement or other proceedings that may arise in connection with the Intellectual Property assigned herein, including, without limitation, testifying as to any facts relating to the Intellectual Property and this Assignment.

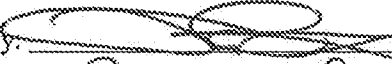
[The remainder of this page is intentionally left blank.]

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

WITNESSED:

RANIR, LLC

By: 
Name: Michael P. Brennan
Address: 4701 S. Power Ave SE
Grass Rapids, MI 49512

By: 
Name: Richard J. Sorota
Title: CEO

WITNESSED:

BRUSHPOINT INNOVATIONS, INC.

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

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

WITNESSED:

RANIR, LLC

By: _____

By: _____

Name: _____

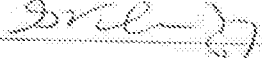
Name: _____

Address: _____

Title: _____

WITNESSED:

BRUSHPOINT INNOVATIONS, INC.

By: 

By: 

Name: GARY V. IMSKY



Name: STANLEY THOMAS

Address: 7 LITTLE NATALIE CRT
MAPLE, ONT, L6A 0J2

Title: CHAIRMAN

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
BRUSHPOINT 	South Korea	40-2014-0001131 1/7/2014	4010704020000 11/18/2014	Registered	BrushPoint Innovations Inc.
BRUSHPOINT 	US	77083655 1/16/2007	3306005 10/9/2007	Registered	BrushPoint Innovations Inc.
BRUSHPOINT CLINICAL CARE	US	85065051 6/17/2010	3963565 5/17/2011	Registered	BrushPoint Innovations Inc.
IPOWER	US	85355572 6/24/2011	4147862 5/22/2012	Registered	BrushPoint Innovations Inc.
OPTIMAL WHITENING	US	85821487 1/11/2013	4804443 9/1/2015	Registered	BrushPoint Innovations Inc.
SENSITIVE REPRIEVE	US	85821425 1/11/2013	4927800 3/29/2016	Registered	BrushPoint Innovations Inc.
VITALHEALTH	US	77078265 1/8/2007	3644001 6/23/2009	Registered	BrushPoint Innovations Inc.
BLANCHIMENT OPTIMAL	Canada	1617896 3/12/2013	TMA925858 1/13/2016	Registered	BrushPoint Innovations Inc.
OPTIMAL WHITENING	Canada	1612195 1/31/2013	TMA891814 12/8/2014	Registered	BrushPoint Innovations Inc.
SENSITIVE REPRIEVE	Canada	1612196 1/11/2013		Pending	BrushPoint Innovations Inc.
PANORAMIC	Canada	1609601 1/31/2013	TMA942796 7/8/2016	Pending	BrushPoint Innovations Inc.

Mark	Country	Serial No./ Filing Date	Registration No./ Registration Date	Status	Current Owner of Record
PANORAMIC	US	85818119 1/8/2013		Abandoned	BrushPoint Innovations Inc.
PANORAMIC	US	87119682 7/28/2016		Pending Intent to Use	BrushPoint Innovations Inc.
IPOWER	US	77178843 5/11/2007		Abandoned	BrushPoint Innovations Inc.

SCHEDULE B

PATENTS AND PATENT APPLICATIONS

Title	Country	Application No/ Filing Date	Patent No/ Issue Date	Status	Current Owner of Record
ACCESSORY HEAD FOR A POWERED TOOTHBRUSH AND TOOTHBRUSH INCORPORATING THE SAME	US	12/842,097 7/23/2010	8522797 9/3/2013	Registered	BrushPoint Innovations, Inc.
ACCESSORY HEAD FOR A POWERED TOOTHBRUSH AND TOOTHBRUSH INCORPORATING THE SAME	Canada	2814085 6/28/2011		Pending	BrushPoint Innovations, Inc.
BRUSH HEAD FOR AN ELECTRIC TOOTHBRUSH	Canada	2933912 12/17/2013		Pending	BrushPoint Innovations, Inc.
BRUSH HEAD FOR AN ELECTRIC TOOTHBRUSH	EP	13863857.2 6/25/2015		Pending	BrushPoint Innovations, Inc.
BRUSH HEAD FOR AN ELECTRIC TOOTHBRUSH	South Korea	10-2014-7004028 2/17/2014		Pending	BrushPoint Innovations, Inc.
BRUSH HEAD FOR AN ELECTRIC TOOTHBRUSH	US	13/769,667 2/18/2013	9131765 9/15/2015	Registered	BrushPoint Innovations, Inc.
BRUSH HEAD FOR AN ELECTRIC TOOTHBRUSH	US	14/809,643 7/27/2015	9332828 5/10/2016	Registered	BrushPoint Innovations, Inc.
DUAL MOTION POWERED TOOTHBRUSH	EP	11847234.9 5/16/2013		Pending	BrushPoint Innovations, Inc.
DUAL MOTION POWERED TOOTHBRUSH	US	12/962,100 12/7/2010	8590091 11/26/2013	Registered	BrushPoint Innovations, Inc.
DUAL MOTION POWERED TOOTHBRUSH	Canada	2856943 11/22/2011	2856943 8/9/2016	Registered	BrushPoint Innovations, Inc.
TOOTHBRUSH OSCILLATING HEAD	US	09/911,413 07/25/2001	6,536,066 03/25/2013	Registered	BrushPoint Innovations, Inc.
VIBRATING TOOTHBRUSH AND A REPLACEABLE BRUSH HEAD FOR USE WITH THE SAME	US	12/503,993 7/16/2009	8453285 6/4/2013	Registered	BrushPoint Innovations, Inc.

Title	Country	Application No/ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
VIBRATING TOOTHBRUSH AND A REPLACEABLE BRUSH HEAD FOR USE WITH THE SAME	US	13/896,456 5/17/2013	8590092 11/26/2013	Registered	BrushPoint Innovations, Inc.
VIBRATING TOOTHBRUSH AND A REPLACEABLE BRUSH HEAD FOR USE WITH THE SAME	Canada	2768034 7/14/2010		Pending	BrushPoint Innovations, Inc.
TOOTHBRUSH OSCILLATING HEAD	US	09/911,413 7/25/2001	6536066 3/25/2003	Registered	BrushPoint Innovations, Inc.
REPLACEABLE MULTI- DIRECTIONAL BRUSH HEAD FOR A TOOTHBRUSH AND A METHOD OF USING THE SAME	US	14/138,849 12/23/2013		In the Process of Lapse	BrushPoint Innovations, Inc.
ACCESSORY HEAD FOR A POWERED TOOTHBRUSH AND TOOTHBRUSH INCORPORATING THE SAME	WIPO	PCT/CA2011/050395 6/28/2011		Expired - Entered National Phase	BrushPoint Innovations, Inc.
BRUSH HEAD FOR AN ELECTRIC TOOTHBRUSH	US	61/739,937 12/20/2012		Expired	BrushPoint Innovations, Inc.
BRUSH HEAD FOR AN ELECTRIC TOOTHBRUSH	WIPO	PCT/CA2013/050973 12/17/2013		Expired - Entered National Phase	BrushPoint Innovations, Inc.
DUAL MOTION POWERED TOOTHBRUSH	WIPO	PCT/CA2011/050723 11/22/2011		Expired - Entered National Phase	BrushPoint Innovations, Inc.
ELECTRIC TOOTHBRUSH	US	11/879,561 7/18/2007		Abandoned - Failure to Respond	BrushPoint Innovations, Inc.
ELECTRIC TOOTHBRUSH	WIPO	PCT/CA2008/001011 5/27/2008		Expired - PCT App not entering National Phase	BrushPoint Innovations, Inc.
ELECTRIC TOOTHBRUSH	Canada	2693866 1/14/2010		Abandoned	BrushPoint Innovations, Inc.
POWERED TOOTHBRUSH WITH FLEXIBLE HEAD	EP	8858892.6 6/2/2010		Abandoned	BrushPoint Innovations, Inc.

Title	Country	Application No/ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
POWERED TOOTHBRUSH WITH FLEXIBLE HEAD	US	11/953,975 12/11/2007		Abandoned	BrushPoint Innovations, Inc.
POWERED TOOTHBRUSH WITH FLEXIBLE HEAD	WIPO	PCT/CA2008/0002020 11/14/2008		Expired - Entered National Phase	BrushPoint Innovations, Inc.
VIBRATING TOOTHBRUSH AND A REPLACEABLE BRUSH HEAD FOR USE WITH THE SAME	EP	10799333.9 1/12/2012		Abandoned/Not entering National Phase	BrushPoint Innovations, Inc.
VIBRATING TOOTHBRUSH AND A REPLACEABLE BRUSH HEAD FOR USE WITH THE SAME	WIPO	PCT/CA2010/001116 7/14/2010		Expired - Entered National Phase	BrushPoint Innovations, Inc.

Unregistered Inventions

1. Oral-B Compatible Battery Brush
2. Oral-B Compatible Counter Rotating brush head concept
3. Oral-B Compatible Cross Motion brush head concept
4. Oral-B Compatible Whitening brush head concept
5. Sonicare Compatible Replacement head

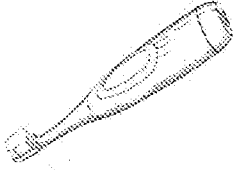
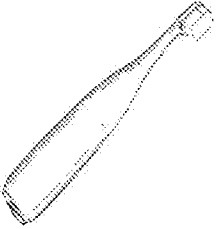
SCHEDULE C

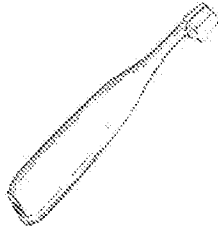
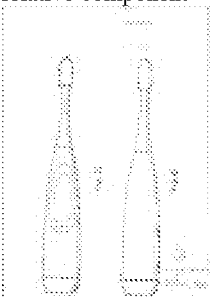
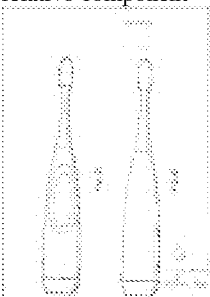
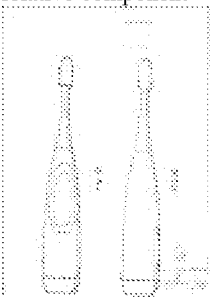
COPYRIGHT REGISTRATIONS AND APPLICATIONS

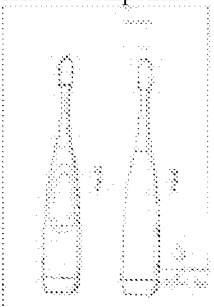
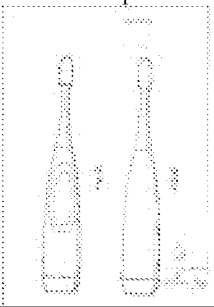
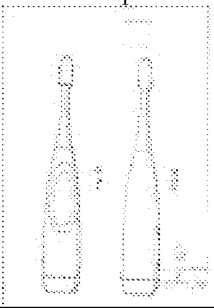
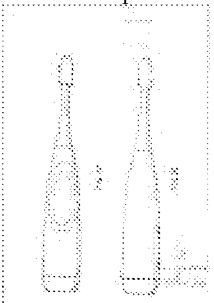
None.

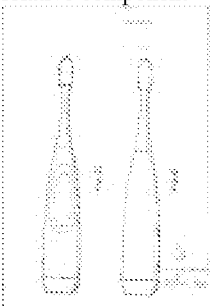
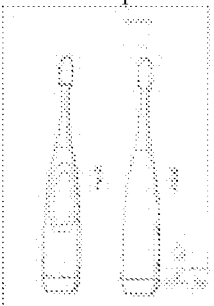
SCHEDULE D

INDUSTRIAL DESIGN REGISTRATIONS AND APPLICATIONS

Title	Country	Application No./ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
BRUSH HEAD FOR AN ELECTRIC TOOTHBRUSH	US	29/467,122 9/16/2013	D706033 6/3/2014	Registered	BrushPoint Innovations, Inc.
BRUSH HEAD FOR AN ELECTRIC TOOTHBRUSH	US	29/445,856 2/18/2013	D689698 9/17/2013	Registered	BrushPoint Innovations, Inc.
BRUSH HEAD PACKAGING	US	29/476,000 12/10/2013	D715636 10/21/2014	Registered	BrushPoint Innovations, Inc.
TOOTHBRUSH HEAD	US	29/364,234 6/21/2010	D629615 12/28/2010	Registered	BrushPoint Innovations, Inc.
POWERED TOOTHBRUSH HANDLE	US	29/514,197 1/9/2015		Pending	BrushPoint Innovations, Inc.
POWERED TOOTHBRUSH HANDLE	Canada	160462 1/13/2015	160462 8/7/2015	Registered	BrushPoint Innovations, Inc.
BRUSH HEAD FOR AN ELECTRIC TOOTHBRUSH	South Korea	30-2013-0042312 8/16/2013	30-0769488 10/31/2014	Registered	BrushPoint Innovations, Inc.
BROSSE À DENTS 	France	960268-001 1/17/1996	960268-001 1/17/1996	Registered	BrushPoint Innovations, Inc.
BROSSE À DENTS 	France	960268-002 1/17/1996	960268-002 1/17/1996	Registered	BrushPoint Innovations, Inc.

Title	Country	Application No./ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
BROSSE À DENTS 	France	960268-003 1/17/1996	960268-003	Registered	BrushPoint Innovations, Inc.
spazzolini da denti elettrici e relativo component 	Italy		1996TOO000013- 0001 11/28/2001	Registered	BrushPoint Innovations, Inc.
spazzolini da denti elettrici e relativo component 	Italy		1996TOO000013- 0002 11/28/2001	Registered	BrushPoint Innovations, Inc.
spazzolini da denti elettrici e relativo component 	Italy		1996TOO000013- 0003 11/28/2001	Registered	BrushPoint Innovations, Inc.

Title	Country	Application No/ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
spazzolini da denti elettrici e relativo component 	Italy		1996TOO000013- 0004 11/28/2001	Registered	BrushPoint Innovations, Inc.
spazzolini da denti elettrici e relativo component 	Italy		1996TOO000013- 0005 11/28/2001	Registered	BrushPoint Innovations, Inc.
spazzolini da denti elettrici e relativo component 	Italy		1996TOO000013- 0006 11/28/2001	Registered	BrushPoint Innovations, Inc.
spazzolini da denti elettrici e relativo component 	Italy		1996TOO000013- 0007 11/28/2001	Registered	BrushPoint Innovations, Inc.

Title	Country	Application No/ Filing Date	Patent No./ Issue Date	Status	Current Owner of Record
spazzolini da denti elettrici e relativo component 	Italy		1996TOO000013- 0008 11/28/2001	Registered	BrushPoint Innovations, Inc.
spazzolini da denti elettrici e relativo component 	Italy		1996TOO000013- 0009 11/28/2001	Registered	BrushPoint Innovations, Inc.
POWERED TOOTHBRUSH HANDLE	South Korea	30-2015-0019712 4/17/2015		In the Process of Lapse	BrushPoint Innovations, Inc.