

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM448063

<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>
Young Colorado, LLC		01/01/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	YOUNG DENTAL MANUFACTURING I, LLC		
<b>Street Address:</b>	13705 Shoreline Court East		
<b>City:</b>	Earth City		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63045		
<b>Entity Type:</b>	Limited Liability Company: MISSOURI		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2689068	BIOCIDEG30	
<b>Registration Number:</b>	2281268	BIREXSE	
<b>Registration Number:</b>	2923966	NEUTRAVAC	
<b>Registration Number:</b>	1367265	PERFECT CHOICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129847700		
<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>	312.372.2000		
<b>Email:</b>	ipdocketmwe@mwe.com, umattsson@mwe.com, cvicino@mwe.com		
<b>Correspondent Name:</b>	Carolyn M. Vicino		
<b>Address Line 1:</b>	McDermott Will & Emery LLP		
<b>Address Line 2:</b>	444 West Lake Street, Suite 4000		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-0029		
<b>NAME OF SUBMITTER:</b>	Carolyn M. Vicino		
<b>SIGNATURE:</b>	/Carolyn M. Vicino/		
<b>DATE SIGNED:</b>	10/20/2017		
<b>Total Attachments: 4</b>			
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source=Young Colorado to Young Dental Manufacturing I Trademark Assignment\_executed#page4.tif

**TRADEMARK ASSIGNMENT**

This *nunc pro tunc* Trademark Assignment (the "Trademark Assignment") is made by Young Colorado, LLC, a Delaware limited liability company (the "Assignor") to Young Dental Manufacturing I, LLC, a Missouri limited liability company ("Assignee");

**WHEREAS**, the Assignor is the owner of the trademarks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the "Trademarks");

**WHEREAS**, the Assignor has agreed to transfer all of its right, title and interest in and to the Trademarks to Assignee, and the Assignee has agreed to accept such assignment; and

**WHEREAS**, the parties wish to herein memorialize said assignment, transfer and sale of the Assignor's right, title and interest in and to the Trademarks to the Assignee.

**NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has and does hereby assign and transfer to said Assignee, *nunc pro tunc*, effective January 1, 2017:

1. The Assignor hereby conveys, assigns, sells and transfers to Assignee, its successors and permitted assigns, Assignor's entire right, title and interest in and to the Trademarks, and all of the goodwill of the business associated with the Trademarks, together with that portion of the business to which the Trademarks pertain, and all registrations and pending applications for the Trademarks, any renewals of the registrations, in all countries throughout the world, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its subsidiaries, successors, assigns and legal representatives, for the full extent of the life and/or term of the Trademarks, as applicable, to be used as fully and entirely as such rights would have been held and enjoyed by such Assignor had this Assignment not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the rights to receive and retain the proceeds relating to those infringements.

2. The Assignor agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) reasonably requested by Assignee and to do such other acts as may be reasonably necessary or requested by the Assignee to vest full title in and to the Trademarks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Trademarks. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the Assignor and the Assignee.

3. Each Party hereto hereby represents and warrants that it has the power and authority to execute, deliver, and perform its obligations under this Agreement and that neither the execution nor delivery of this Agreement nor the performance of its obligations hereunder will constitute a breach of the terms or provisions of any contract or violate the rights of any third party.

4. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the Assignor and the Assignee. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. No waiver, modification or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

*[Signature page follows]*

**IN WITNESS WHEREOF**, the Assignor and the Assignee have caused this Trademark Assignment to be executed as of the date first set forth above.


**ASSIGNOR:**

Young Colorado, LLC

By:   
Name: Andrew Jones  
Title: Vice President

**ASSIGNEE:**

Young Dental Manufacturing I, LLC

By:   
Name: Jilla Carter  
Title: Vice President

**SCHEDULE A**

***U.S. TRADEMARKS IN THE NAME OF YOUNG COLORADO, LLC***

<b>Trademark</b>	<b>Application Number (Application Date)</b>	<b>Registration Number (Registration Date)</b>	<b>Owner Information</b>
BIOCIDEG30	76076721 (June 23, 2000)	2689068 (February 18, 2003)	Young Colorado, L.L.C. (Delaware limited liability company) Louisville, Colorado
BIREXSE	75516101 (July 9, 1998)	2281268 (September 28, 1999)	Young Colorado, L.L.C. (Delaware limited liability company) Louisville, Colorado
NEUTRAVAC	76534443 (August 5, 2003)	2923966 (February 1, 2005)	Young Colorado, LLC (Delaware limited liability company) Louisville, Colorado
PERFECT CHOICE	73510082 (November 23, 1984)	1367265 (October 29, 1985)	Young Colorado, LLC (Delaware limited liability company) Louisville, Colorado

***CANADIAN TRADEMARK IN THE NAME OF YOUNG COLORADO, LLC***

<b>Trademark</b>	<b>Application Number (Application Date)</b>	<b>Registration Number (Registration Date)</b>	<b>Owner Information</b>
PERFECT CHOICE	0568475 (August 28, 1986)	TMA333705 (October 30, 1987)	Young Colorado, LLC (Delaware Limited Liability Company) Louisville, Colorado

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