

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medical Products Laboratories, Inc.		06/30/2017	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Young Dental Manufacturing I, LLC		
Street Address:	13705 Shoreline Court East		
City:	Earth City		
State/Country:	MISSOURI		
Postal Code:	63045		
Entity Type:	Limited Liability Company: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4676083	ULTRAFLUOR	
Registration Number:	4536542	VARNISHAMERICA	
Registration Number:	2463882	NAFRINSE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	312.372.2000		
Email:	ipdocketmwe@mwe.com, umattsson@mwe.com, cvicino@mwe.com, ipdocketchicago@mwe.com		
Correspondent Name:	Carolyn M. Vicino		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	444 West Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		
NAME OF SUBMITTER:	Carolyn M. Vicino		
SIGNATURE:	/Carolyn M. Vicino/		
DATE SIGNED:	11/10/2017		
Total Attachments: 5			
source=Medical Products Labs to Young Dental Manuf TM Assign#page1.tif			

CH \$90.00 4676083

source=Medical Products Labs to Young Dental Manuf TM Assign#page2.tif

source=Medical Products Labs to Young Dental Manuf TM Assign#page3.tif

source=Medical Products Labs to Young Dental Manuf TM Assign#page4.tif

source=Medical Products Labs to Young Dental Manuf TM Assign#page5.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**TM Assignment**”), dated as of June 30, 2017 is made by Medical Products Laboratories, Inc., a Pennsylvania corporation (“**Seller**”), in favor of Young Dental Manufacturing I, LLC, a Missouri limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to that certain Asset Purchase Agreement by and between Buyer, Seller and the other parties thereto, dated as of the date hereof (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 TM Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

- (a) the trademark registrations and applications set forth on **Schedule 1** hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
- (b) all rights of any kind whatsoever of Seller accruing under any of the Trademarks 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 Trademarks; and
- (d) any and all claims and causes of action, with respect to any of the Trademarks, whether accruing before, on, or after the date hereof, including 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 to record and register this TM 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 the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this TM 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 IP. 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 TM Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this TM 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 TM Assignment.

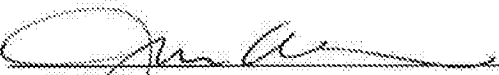
5. Successors and Assigns. This TM Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This TM Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this TM Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this TM Assignment as of the date first above written.

YOUNG DENTAL MANUFACTURING I, LLC

By: 
Name: Julia Carter
Its: SVP of Finance

MEDICAL PRODUCTS LABORATORIES, INC.

By: _____
Name:
Its:

IN WITNESS WHEREOF, Seller has duly executed and delivered this TM Assignment as of the date first above written.

YOUNG DENTAL MANUFACTURING I, LLC

By: _____
Name: Julia Carter
Its: SVP of Finance

MEDICAL PRODUCTS LABORATORIES, INC.

By: _____
Name: CLYDE STONE
Its: PRESIDENT CEO

SCHEDULE 1
ASSIGNED TRADEMARK REGISTRATIONS

	Mark	App. No. App. Date	Reg. No. Reg. Date
1)	ULTRAFLUOR	85963115 June 18, 2013	4676083 January 20, 2015
2)	VARNISHAMERICA	86045104 August 22, 2013	4536542 May 27, 2014
3)	NAFRINSE	76061181 June 5, 2000	2463882 June 26, 2001