

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM462249

<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>
Mydent International Corp.		01/23/2018	Corporation: NEW YORK
Mydent International Enterprises Corp.		01/23/2018	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Young Mydent, LLC		
<b>Street Address:</b>	80 Suffolk Court		
<b>City:</b>	Hauppauge		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11788		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87750055	MYDENT INTERNATIONAL	
<b>Serial Number:</b>	87510714	DEFENDLOC	
<b>Registration Number:</b>	2397644	DEFEND	
<b>Registration Number:</b>	3125156	MIRRORLITE	
<b>Registration Number:</b>	4548824	KRAZY KONES	
<b>Registration Number:</b>	5057113	BE SMART. BE SAFE.	
<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>	umattsson@mwe.com, cvicino@mwe.com, ipdocketchicago@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		

CH \$165.00 87750055

<b>SIGNATURE:</b>	/Carolyn M. Vicino/
<b>DATE SIGNED:</b>	02/15/2018
<b>Total Attachments: 5</b> source=Young Mydent, L.L.C. Trademark Assignment#page1.tif source=Young Mydent, L.L.C. Trademark Assignment#page2.tif source=Young Mydent, L.L.C. Trademark Assignment#page3.tif source=Young Mydent, L.L.C. Trademark Assignment#page4.tif source=Young Mydent, L.L.C. Trademark Assignment#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, is made and entered into as of January 23, 2018, between Mydent International Corp., a New York corporation (“**Mydent International**”), Mydent International Enterprises Corp, a New York corporation (“**Mydent Enterprises**” and together with Mydent International, “**Assignor**”), and Young Mydent, LLC, a Delaware limited liability company (“**Assignee**”).

## RECITALS

WHEREAS, Assignor is the owner of the entire right, title, interest and goodwill in and to all of its trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Schedule A attached hereto (collectively, the “**Trademarks**”);

WHEREAS, Assignee is desirous of acquiring the Trademarks; and

WHEREAS, Assignee desires to acquire the Trademarks and Assignor desires to assign the Trademarks to Assignee pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, between Assignor, and Andrew Parker, an individual and the sole shareholder of Assignor, on the one hand, and Assignee, on the other hand.

## ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor’s entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks, free and clear of liens or encumbrances, as well as any related trademark registrations, trade names, service marks, and/or trademark applications; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future.

Together with Assignor’s worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

Assignor hereby covenants and warrants that, with respect to each Trademark, it has the full right to convey its above-described right, title, interest and goodwill by this instrument, free of any liens or encumbrances. Assignor further covenants and warrants that no other agreement has been or will be executed in conflict herewith.

Assignor agrees to use commercially reasonable efforts to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee’s expense, as well as to reasonably cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee’s sole expense.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

This Trademark Assignment Agreement constitutes the entire agreement and supersedes all prior agreements between the parties to the extent pertaining to the transfer of the Trademarks, and shall be deemed binding upon the parties, their heirs, legal representatives and successors.

This Trademark Assignment Agreement may be executed in one or more counterparts (including by means of facsimile or "pdf" attachment to e-mail), each of which when executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Trademark Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

*(Signature page follows)*

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the first date set forth above.

Assignor:

MYDENT INTERNATIONAL CORP.

By: 

Name: Andrew Parker

Title: Chief Executive Officer

MYDENT INTERNATIONAL ENTERPRISES  
CORP

By: 

Name: Andrew Parker

Title: Chief Executive Officer

Assignee:

YOUNG MYDENT, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the first date set forth above.

Assignor:

**MYDENT INTERNATIONAL CORP.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MYDENT INTERNATIONAL ENTERPRISES  
CORP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Assignee:

**YOUNG MYDENT, LLC**

By:  \_\_\_\_\_

Name: Andrew Jones

Title: Vice President

Schedule A

<b>U.S. Trademark Registrations</b>	<b>Status</b>	<b>Date of Registration</b>	<b>Registration Class</b>	<b>Registration No.</b>	<b>Serial Number</b>
DEFEND	Registered	10/24/2000	10	2397644	75/796416
MIRRORLITE	Registered	8/01/2006	10	3125156	78/623074
KRAZY KONES	Registered	6/10/2014	10	4548824	85/873684
BE SMART, BE SAFE.	Registered	10/11/16	5,10	5057113	86/502547

<b>U.S. Trademark Applications</b>	<b>Status</b>	<b>Date of Registration</b>	<b>Registration Class</b>	<b>Registration No.</b>	<b>Serial Number</b>
Mydent International	Pending	Pending	3, 5, 10	Pending	87/750055
DEFENDLOC	Pending	Pending	10	Pending	87/510714

<b>Foreign Trademark Registrations</b>	<b>Status</b>	<b>Date of Registration</b>	<b>Registration Class</b>	<b>Registration No.</b>	<b>Serial Number</b>
DEFEND Australia	Registered	6/12/2001	5,10	A878872	N/A
DEFEND Brazil	Registered	1/3/2006	10	822525089	N/A