

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mr. Nabil Azo		08/10/2003	INDIVIDUAL:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Kelly Pioneer Group, Inc.
<b>Street Address:</b>	756 River Road
<b>City:</b>	Fair Haven
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07704
<b>Entity Type:</b>	CORPORATION: NEW YORK

<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Registration Number:	2543416

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(262)260-4253
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	262/260-2442
<b>Email:</b>	B050994@scj.com
<b>Correspondent Name:</b>	Ruth J. Lebed-Rofes
<b>Address Line 1:</b>	1525 Howe Street
<b>Address Line 4:</b>	Racine, WISCONSIN 53403-2236

<b>NAME OF SUBMITTER:</b>	Carol Pansch
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<b>Total Attachments: 3</b> source=FRESH BRUSH page 1.tif source=FRESH BRUSH page 2.tif source=FRESH BRUSH page 3.tif
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## ASSIGNMENT OF TRADEMARKS

This Assignment is made this 10 day of August, 2003, by NABIL AZO, an individual, with a business address of 222 South Riverside Plaza, Suite 1410, Chicago, Illinois, 60606 (hereinafter "ASSIGNOR"), and KELLY PIONEER GROUP, INC., a New York corporation, with a business address of 756 River Road, Fair Haven, New Jersey, 07704, purchasing for an undisclosed principal (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of all right, title and interest in and to the trademarks, the trademark applications and the trademark registrations identified in the attached Schedule A (hereinafter the "MARKS"); and

WHEREAS, ASSIGNOR has adopted and has used the MARKS in the attached Schedule A; and

WHEREAS, ASSIGNEE wishes to acquire from ASSIGNOR all of the ASSIGNOR'S right, title and interest in and to the MARKS, together with the goodwill of the businesses appurtenant thereto and symbolized thereby, and in and to all rights under said MARKS.

NOW, THEREFORE, for the sum of Nine Thousand Dollars (\$9,000.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, sell, transfer, grant and convey to ASSIGNEE, its successors and assigns, any and all of the ASSIGNOR'S right, title and interest in and to the MARKS, together with the goodwill of the businesses appurtenant thereto and symbolized thereby and the right to sue and recover damages for past infringements thereof.

ASSIGNOR binds itself, as well as its successors, assigns and legal representatives, to execute and deliver to ASSIGNEE, its successors and assigns, any further documents or instruments and to perform any and all further acts that may be necessary to vest in ASSIGNEE, its successors and assigns, the title herein conveyed, or intended so to be.

ASSIGNOR further assigns to ASSIGNEE, its successors and assigns, all claims for damages by reason of past infringement of the MARKS and the right to bring or maintain suit at law and equity for past infringement of the MARKS and to retain for the

benefit of ASSIGNEE, all damages or settlements arising from said past infringement, effective as of the date of this Assignment.

In testimony whereof, I have hereunto set my hand and seal this 10 day of August, 2003.

ASSIGNOR



Nabil Azo, an Individual

ASSIGNEE

KELLY PIONEER GROUP, INC.  
Agent for Undisclosed Principal

By: 

Francis A. Kelly  
President

**SCHEDULE A**

FRESH BRUSH in International Class 5  
For: antiseptic solutions for cleaning and sanitizing  
toothbrushes and oral appliances

U.S. Reg. No. 2543416