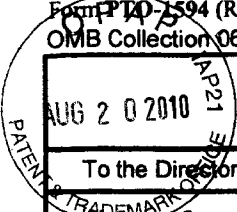


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To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

**1. Name of conveying party(ies):**

Gudebrod, Inc.

- Individual(s)
- General Partnership
- Corporation- State: PA
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Empresas D&R, LLC

Internal Address: Attn: Joel Wildstein, Manager

Street Address: 41 E. High Street

City: Pottstown

State: PA

Country: USA Zip: 19464

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship \_\_\_\_\_  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) 8/16/2010

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3029132 and 3031605

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

Word Mark "Champion"

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Empresas D&R, LLC

Internal Address: Attn: Joel Wildstein, Mgr.

Street Address: 41 E. High Street

City: Pottstown

State: PA Zip: 19464

Phone Number: (610) 323-2800

Fax Number: (610) 323-2845

Email Address: joel@carwild.net

**6. Total number of applications and registrations involved:**

Two

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

8/16/2010

Date

Joel Wildstein

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## ASSIGNMENT OF INTANGIBLES

This Assignment of Intangibles is entered into this 16<sup>th</sup> day of August, 2010, by and between Gudebrod, Inc., a Pennsylvania corporation with a registered office address of 274 Shoemaker Road, Pottstown, PA 19464 ("Assignor"), and Empresas D&R, LLC, a Pennsylvania limited liability company with a registered office address of 41 E. High Street, Pottstown, PA 19464 ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated August 16, 2010, (the "Agreement"), pursuant to which Assignor has agreed to transfer assets, properties and rights comprising, primarily related to, and used by Assignor in the fabrication of medical and dental products for the consideration specified therein;

NOW, THEREFORE, in consideration of the premises and in satisfaction of its obligations under the Agreement and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged:

**Section 1. Assignment / Subject Matter.** Assignor has sold, conveyed, transferred and assigned to, and vested in Assignee and its successors and assigns, forever, all of Assignor's right, title and interest, legal or equitable, in and to the following:

(a) all of the Assignor's rights to and interest in United States Patent Application No. 11/204,453; and

(b) all of the Assignor's rights to and interest in United States Trademark "Champion", Registration Nos. 3029132 and 3031605.

TO HAVE AND TO HOLD all of the foregoing assets, properties and rights unto Assignee, its successors and assigns, to its and their own proper use and behoof forever (such assets, properties, business and rights being hereinafter collectively called the "Assets").

**Section 2. Warranty of Title.** Assignor, for itself, its successors and assigns, hereby covenants and warrants that (a) Assignor has good and marketable title to all of the Assets, free and clear of any mortgage, pledge, lien, encumbrance, charge, claim, title retention or other security arrangement or obligation to other persons of whatever kind or character; and (b) Assignor has unrestricted power, lawful right and authority to sell any Assets in the manner aforesaid.

**Section 3. Warrant of Attorney.** Assignor hereby constitutes and appoints Assignee, its successor and assigns, the true and lawful attorney or attorneys of Assignor, with full power of substitution, in the name of Assignor or otherwise but on behalf and for the benefit of Assignee, its successors and assigns, to demand, enforce, sue for, collect and

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receive from time to time any and all of such Assets, and to give receipts, releases and acquittances for or in respect of the same, or any part thereof, and from time to time to institute and prosecute in the name of Assignor, or otherwise, any and all proceedings at law, in equity or otherwise, which Assignee, its successors and assigns, may deem proper for the collection or reduction and possession of any of such Assets hereby sold, conveyed, transferred and assigned, or intended so to be; and to do any and all acts and things in relation to such Assets that Assignee, its successors and assigns, shall deem advisable, Assignor hereby declaring that the foregoing powers are coupled with an interest and shall be irrevocable by Assignor.

**Section 4. Assignment of Assets.** Assignor, for itself and its successors and assigns, hereby covenants that, at any time and from time to time after delivery of this instrument, at Assignee's request and expense but without further consideration, Assignor will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all the Assets and every such further act, conveyance, instrument, transfer, assignment, power of attorney and assurance as may be required for assuring, conveying, transferring, confirming and vesting into Assignee, any of such Assets or to enable Assignee, its successors and assigns, to realize upon or otherwise to enjoy such Assets.

**Section 5. Interpretation.** Terms used herein shall have the same meanings that such terms have when used in the Agreement unless the context clearly requires otherwise. In the event of any inconsistency between the provisions hereof and the provisions of the Agreement, the provisions of the Agreement shall be controlling. The representations and warranties and other terms and conditions of the Agreement shall be incorporated in and shall survive the execution and delivery of this Assignment of Intangibles.

**Section 6. Additional Assignments.** If for any reason Assignee shall not be authorized or qualified to receive any specific property or contract, interest in property, permit, license, claim, demand or right owned by Assignor, and conveyed, sold or assigned by Assignor hereunder, or intended so to be, Assignor further agrees that it shall make, or cause to be made, all appropriate assignments, instruments and conveyances of any such property, claim, contract, demand or right now owned by it when and as Assignee shall be authorized or qualified to receive the same.

**Section 7. Exclusive Right.** If for any reason Assignor and Assignee shall be unable to effect completely and in every respect the full interest in and to any specific trademark, trade name, service mark, patent or copyright listed herein, Assignor further covenants and agrees to grant to Assignee, at Assignee's option and for no additional consideration, the exclusive worldwide right and license to use, enjoy, commercialize and exploit such trademark, trade name, service mark, patent or copyright (including the right to grant sublicenses on such terms as Assignee shall determine), for a term equal to the maximum term permissible under applicable law.

**Section 8. Choice of Law.** This Assignment of Intangibles shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

**Section 9. Amendment.** This Assignment of Intangibles may not be amended except by agreement in writing duly signed by authorized officers of the parties hereto.

**Section 10. Invalidity in Part.** If any section of this Assignment of Intangibles or any part of any section herein shall be held unlawful, invalid or unenforceable, that part shall be deemed deleted and without prejudice to the lawfulness, validity and enforceability of the remaining sections and parts thereof.

**Section 11. Execution in Counterparts.** This Assignment of Intangibles may be executed in counterparts.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Intangibles to be signed by their respective duly authorized officers and managers

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

on the day and year first above written.

**GUDEBROD, INC.**

Attest: [Signature] By: [Signature]

**EMPRESAS D&R, LLC**

Attest: [Signature] By: [Signature]

State of Pennsylvania )  
) SS.  
County of Montgomery )

Personally appeared W.E. LeGrande, Jr, a President of Gudebrod, Inc.,  
signer of the foregoing instrument and acknowledged the same to be the free act and deed  
of said corporation and his free act and deed as such officer, before me.

[Signature]  
Notary Public

My Commission Expires:

7/23/11

COMMONWEALTH OF PENNSYLVANIA  
**NOTARIAL SEAL**  
MARY C. WALTERS - NOTARY PUBLIC  
Pottstown Boro., Montgomery County  
MY COMMISSION EXPIRES JULY 23, 2011

State of Pennsylvania )  
) SS.  
County of Montgomery )

Personally appeared Joel S. Wildstein, Manager of Empresas D&R, LLC, signer of the  
foregoing instrument and acknowledged the same to be the free act and deed of said  
limited liability company and his free act and deed as such Manager, before me.

[Signature]  
Notary Public

My Commission Expires:

7/23/11

COMMONWEALTH OF PENNSYLVANIA  
**NOTARIAL SEAL**  
MARY C. WALTERS - NOTARY PUBLIC  
Pottstown Boro., Montgomery County  
MY COMMISSION EXPIRES JULY 23, 2011