

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Dental Concepts, LLC	02/17/2006
RECEIVING PARTY DATA	
Name:	Medtech Products, Inc.
Street Address:	90 North Broadway
City:	Irvington
State/Country:	NEW YORK
Postal Code:	10533
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	29211985
Application Number:	10926129
PCT Number:	US0538907
CORRESPONDENCE DATA	
Fax Number:	(423)752-9548
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4232094103
Email:	echomyn@bakerdonelson.com
Correspondent Name:	Micheline Kelly Johnson
Address Line 1:	1800 Republic Centre, 633 Chestnut St.
Address Line 2:	Baker, Donelson, Bearman, Caldwell
Address Line 4:	Chattanooga, TENNESSEE 37450-1800
ATTORNEY DOCKET NUMBER:	2016563-000014
NAME OF SUBMITTER:	Micheline Kelly Johnson
Total Attachments: 4	

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INTELLECTUAL PROPERTY ASSIGNMENT

This ASSIGNMENT (the "Assignment") is made and entered into as of the 17th day of February, 2006 (the "Effective Date"), by and between Dental Concepts, LLC ("Assignor"), a Delaware limited liability company, and Medtech Products, Inc., a Delaware corporation ("Assignee") (each individually a "Party," collectively the "Parties").

WITNESSETH:

WHEREAS Assignor has agreed to sell, transfer and assign to Assignee and Assignee has agreed to accept the sale and assignment of all of Assignor's right, title and interest in and to the intellectual property in connection with the business of Assignor, and as shown on the attached Schedules 3.24(a), (b), (c), (d), and (e), together with the goodwill associated with such trademarks and symbolized thereby (the "Intellectual Property").

NOW, THEREFORE, for \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer over to Assignee and Assignee hereby accepts the sale and assignment of, all of Assignor's right, title and interest in and to the Intellectual Property, together with the goodwill associated with such trademarks and symbolized thereby, and consents to Assignee's use and applications and registration thereof including any renewals and extensions of the registrations that are or may be secured under the laws of the Territory, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Intellectual Property as of the date hereof and hereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives. Assignor requests all applicable Patent and Trademark Offices record Assignee as the assignee and owner thereof.

The Parties shall provide to each other and their successors, assigns or other legal representatives, cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, powers of attorney and other documentation as maybe reasonably required) that is reasonable and appropriate in connection with (1) the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Intellectual Property; (2) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Intellectual Property, including, but not limited to, testifying as to any facts relating to the Intellectual Property assigned herein and this Assignment; (3) in obtaining any additional protection for any of the Intellectual Property that Assignor reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries or the European Community; and (4) in the implementation or perfection of this Assignment.

IN TESTIMONY WHEREOF, the Parties hereto have executed this Trademark Assignment effective the 9th day of November, 2005.

DENTAL CONCEPTS, LLC

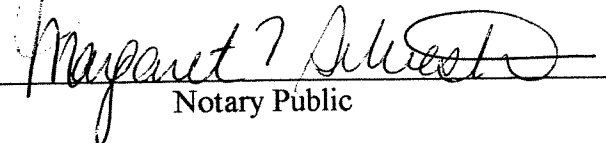
By: 

Name: Michael Lesser

Title: _____

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

On this 17th day of February, 2006, there appeared before me Michael Lesser, on behalf of Dental Concepts, LLC, personally known to me, who acknowledged that he/she signed the foregoing Intellectual Property Assignment as his/her voluntary act and deed with full authority to do so.



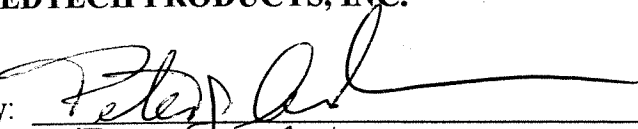
Notary Public

My commission expires: _____

MARGARET T. SILVESTRO
Notary Public, State of New York
No. 01SI5069522
Qualified in Westchester County
Commission Expires November 25, 2006

[Additional signature on following page.]

MEDTECH PRODUCTS, INC.

By: 
Name: PETER J. Anderson
Title: CFO

STATE OF New York,
COUNTY OF Westchester

On this 17th day of February, 2006, there appeared before me Peter J. Anderson, on behalf of Medtech Products, Inc., personally known to me, who acknowledged that he/she signed the foregoing Intellectual Property Assignment as his/her voluntary act and deed with full authority to do so.


Notary Public

My commission expires: _____

MARGARET T. SILVESTRO
Notary Public, State of New York
No. 01SI5069522
Qualified in Westchester County
Commission Expires November 25, 2006

SCHEDULE 3.24(a)

Intellectual Property

1b. **Additional Patent Applications**

Patent	Owner	Jurisdiction	Application Number	Application Date
Hygienic Dispensing Container	Dental Concepts LLC	US	29/211,985	08/25/2004
Hygienic Dispensing Package	Dental Concepts LLC	US	10/926,129	08/25/2004
Oral Hygiene Implement	Dental Concepts LLC	PCT-US	US2005/038907	10/28/2005