

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dr. Fresh Inc.		05/15/2012	CORPORATION: NEW YORK
Dean Spirit Limited		05/15/2012	Limited Company: BRITISH VIRGIN ISLANDS
Dr. Fresh Holdings, LLC		05/15/2012	LIMITED LIABILITY COMPANY: DELAWARE
Dr. Fresh Blocker, LLC		05/15/2012	LIMITED LIABILITY COMPANY: DELAWARE
Freshcorp, Inc.		05/15/2012	CORPORATION: DELAWARE
Fresh Intermediate Corp.		05/15/2012	CORPORATION: DELAWARE
Freshcorp Oral Care, Inc.		05/15/2012	CORPORATION: DELAWARE
Children Oral Care, LLC		05/15/2012	LIMITED LIABILITY COMPANY: DELAWARE
Adult Oral Care, LLC		05/15/2012	LIMITED LIABILITY COMPANY: DELAWARE
Dr. Fresh Merge Corp.		05/15/2012	CORPORATION: DELAWARE
Better Alliance Limited		05/15/2012	Limited Company: ANGUILLA
Grosvenor Consumer Products Limited		05/15/2012	Limited Company: UNITED KINGDOM
Dr. Fresh Limited		05/15/2012	COMPANY: HONG KONG
Binaca Corp.		05/15/2012	CORPORATION: DELAWARE
Binaca Intermediate Corp.		05/15/2012	CORPORATION: DELAWARE
Fresh Merge, LLC		05/15/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as agent		
Street Address:	222 S. Riverside Plaza		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Banking corporation: OHIO		

OP \$3315.00 3841444

PROPERTY NUMBERS Total: 132

Property Type	Number	Word Mark
Registration Number:	3841444	BIOZYME
Registration Number:	4028916	SENSIGEL
Registration Number:	3997823	SENSIJEL
Registration Number:	3985289	DR FRESH BON VOYAGE
Registration Number:	3978036	BOPPIN' BARNYARD
Registration Number:	3947954	ORAZYME
Registration Number:	3947542	PAUL THE OCTOPUS
Registration Number:	3943956	MOMINTS
Registration Number:	3904257	SELECTOBAC
Registration Number:	3907352	ORAFRESH
Registration Number:	3092627	FLOSH
Registration Number:	2920615	I-FLOSS
Registration Number:	3077320	DR.FRESH
Registration Number:	2860088	ABSOLUTE WHITE
Registration Number:	4034404	DR FRESH VELOCITY
Registration Number:	3841052	MAX
Registration Number:	3810832	SALZYME
Registration Number:	3810831	ORAZYME
Registration Number:	3810822	AYURGUARD
Registration Number:	3906445	ORAZYME
Registration Number:	3810811	FISTBUMP
Registration Number:	3858518	LONGLAST
Registration Number:	3810624	SHAVEGUARD
Registration Number:	3912835	FIGHT DECAY THE "DR. FRESH WAY"
Registration Number:	3781173	JOIN THE ELBOWSHAKE REVOLUTION!
Registration Number:	3781172	ELBOWSHAKE
Registration Number:	3749815	SMILEGUARD
Registration Number:	3933314	THE ORIGINAL LIGHTUP TIMER TOOTHBRUSH
Registration Number:	3858938	FIREFLY TECHNOLOGY INSIDE
Registration Number:	3866399	1 MIN TRY ME!
Registration Number:	3872009	AEROBLAST
Registration Number:	3862618	KIDS COMPLY WITH FIREFLY!

Registration Number:	3836738	LIGHTUP TIMER TOOTHBRUSH
Registration Number:	3698945	KRAZER
Registration Number:	3698880	SIDEKICK
Registration Number:	3698605	CRANAX
Registration Number:	3654263	INFECTIBAN
Registration Number:	3615945	SAVIOR
Registration Number:	3615772	CONSERVE
Registration Number:	3572576	ECOFLY
Registration Number:	3572182	KEY TO YOUR PATIENTS' DENTAL HEALTH
Registration Number:	3534050	PIXIE PUNX
Registration Number:	3533950	CLICK
Registration Number:	3492522	VEG-E WHITE
Registration Number:	3492489	CHOPPER STOMPER
Registration Number:	3492488	ZIGGLY GRIPPER
Registration Number:	3492308	E Z BRUSH
Registration Number:	3492307	SIMPLY BRUSH
Registration Number:	3492306	RUSH BRUSH
Registration Number:	3372109	ZIGGLY
Registration Number:	3297117	ORAFRESH
Registration Number:	3297116	ORALFRESH
Registration Number:	3306127	KRAZER
Registration Number:	2993962	32 REASONS
Registration Number:	2993963	32 REASONS
Registration Number:	2902819	DR. FRESH TURBO POWER
Registration Number:	2939393	SMARTPIK
Registration Number:	3075268	FLOSSETTES
Registration Number:	2991471	DR. FRESH COMPLETE
Registration Number:	3019325	DR.FRESH FLUORIDE
Registration Number:	3456064	LUMILOOK
Registration Number:	2932632	LUMIPIK
Registration Number:	2924915	POCKET-PIK
Registration Number:	2914391	PRECIDENT
Registration Number:	2924815	CRUZ
Registration Number:	2988562	VENICIA
Registration Number:	2961820	WHITE 'N GO

	2969259	ZOLT
Registration Number:	2808345	HEY KIDS! KEEP BRUSHING UNTIL THE LIGHT GOES OUT!
Registration Number:	2802169	FIRE FLY
Registration Number:	2878566	KOOL FLOSS
Registration Number:	2876386	THE BRAND AMERICA LOVES
Registration Number:	2901184	DR. FRESH
Registration Number:	2772429	LIBERTY
Registration Number:	2648137	DR. FRESH
Registration Number:	3418139	DR. FRESH
Registration Number:	3422627	MR. SHAVE
Registration Number:	0551649	TEK
Registration Number:	0258849	TEK
Registration Number:	2776418	
Registration Number:	4051236	INFECTIGUARD
Registration Number:	3654262	INFECTIGUARD
Registration Number:	4094964	TEK PRO
Registration Number:	4094965	TEK EXCEL
Registration Number:	4099009	JUST 4 ME
Registration Number:	4099179	ORAZYME-D
Registration Number:	4063413	INSTANT CELEBRITY
Registration Number:	4056427	FLOURDEX
Registration Number:	4055817	2 MIN TIMER TRY ME!
Registration Number:	4099146	LIPLUPTUOUS
Registration Number:	4099141	TEK T4
Registration Number:	4099137	EASYSLIDE
Registration Number:	4099132	BIG TUFT
Registration Number:	3154174	ULTRA SLIDE
Registration Number:	3915682	FORHANS
Registration Number:	3939587	FORHANS
Registration Number:	3209126	ORAFIX
Registration Number:	3209259	QUASAR
Registration Number:	3187264	STARFLY
Registration Number:	3391828	MOUTH SWOOSH
Registration Number:	2958244	GEL BURSTS
Registration Number:	4054409	BINACA

	3847236	BINACA.COM
Registration Number:	3752063	KISS-A-LICIOUS
Registration Number:	3884822	BINACA
Registration Number:	3884820	BINACA
Registration Number:	3811979	BINACA
Registration Number:	3698889	BINACA
Registration Number:	3698679	BINACA LUXE
Registration Number:	2728078	POWER BLASTS
Registration Number:	2744720	POWER BLASTS
Registration Number:	2748259	FRESH BREATH IS JUST A CLICK AWAY
Registration Number:	2398586	FAST BLAST
Registration Number:	2724805	BINACA
Registration Number:	2724662	DENTAX PLUS
Registration Number:	2285377	A BINACA BLAST FRESHENS BREATH INSTANTLY!
Registration Number:	1593080	DENTAX
Registration Number:	0836059	BINACA
Serial Number:	85018843	SMILEY GRIPPER
Serial Number:	85423902	IBRUSH
Serial Number:	85423042	BINACA PRECISION
Serial Number:	85422998	BINACA WAKE ME UP
Serial Number:	85205440	A HEALTHY MOUTH IS A BEAUTIFUL MOUTH
Serial Number:	85395776	BINACA EVERYDAY
Serial Number:	85376085	HOLLYWOOD SMILE
Serial Number:	85507545	SQUIRT 'N' BRUSH
Serial Number:	85522960	CAREPAIR
Serial Number:	85504524	CAREPAIR
Serial Number:	85487069	SLIMSONIC
Serial Number:	85522899	BE "PICKY" ABOUT YOUR FLOSSERS
Serial Number:	85408829	A BINACA BLAST THAT LASTS!
Serial Number:	85314454	PROBINACA

CORRESPONDENCE DATA

Fax Number: 3122585600

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 3122585724

TRADEMARK
REEL: 004811 FRAME: 0647

Email: cbollinger@schiffhardin.com
Correspondent Name: Chris L. Bollinger
Address Line 1: Schiff Hardin LLP
Address Line 2: 222 S. Wacker Dr., Suite 6600
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	27662-0080
NAME OF SUBMITTER:	Chris L. Bollinger
Signature:	/Chris L. Bollinger/
Date:	06/29/2012

Total Attachments: 68

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PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT

THIS PATENT, COPYRIGHT, LICENSE AND TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of May 15, 2012 by each of the undersigned and each other Person from time to time party hereto by the execution of a Joinder Agreement (as defined in the Credit Agreement referred to below) (each of the undersigned and each such other Person are referred to herein, collectively, as "Obligors" and, individually, as a "Obligor"), in favor of Fifth Third Bank, an Ohio banking corporation, acting as agent (in such capacity, the "Agent") for the Lenders referred to below and the L/C Issuer (as defined in the Credit Agreement referred to below).

RECITALS:

A. Obligors, the financial institutions from time to time party thereto ("Lenders"), the L/C Issuer and Agent have entered into that certain Credit Agreement dated as of May 15, 2012 (as amended, modified or supplemented from time to time, the "Credit Agreement"); and

B. It is a condition to the effectiveness of the Credit Agreement, the Lenders' commitments to make certain loans and advances to Borrowers thereunder and the L/C Issuer's commitment to issue certain letters of credit for the account of any one or more of Borrowers thereunder, that, among other things, Obligors enter into this Agreement.

NOW, THEREFORE, in consideration of the premises, to induce Agent, the L/C Issuer and each Lender to enter into the Credit Agreement, to induce the Lenders to make any loan or advance to Borrowers thereunder, to induce the L/C Issuer to issue any letter of credit for the account of any one or more of Borrowers thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Obligors hereby jointly and severally with Agent agree as follows:

1. **Incorporation of Credit Agreement.** The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.

2. **Grant of Security Interest, Etc.** To secure the complete and timely satisfaction of all of each Obligor's Secured Liabilities, each Obligor hereby grants to Agent, for the benefit of Lenders, Agent and the L/C Issuer, a security interest in and to, and a Lien in, all of such Obligor's right, title and interest in, to and under all of the following, whether now existing or hereafter arising (collectively, the "Collateral"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect

thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Patents”);

(ii) all copyrights, copyright registrations and copyright applications including, without limitation, the copyrights, copyright registrations and copyright applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) 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, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(iii) all such Obligor’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents and Copyrights, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the “Patent and Copyright Licenses”);

(iv) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, domain names, domain name registrations and trade names including, without limitation, the trademarks and service marks listed on Schedule D attached hereto and made a part hereof, and (a) renewals thereof, (b) 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, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which such Obligor now or hereafter has any right, title or interest are sometimes hereinafter and/or collectively referred to as the “Marks”);

(v) all such Obligor’s rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Marks, whether such Obligor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule E attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by such Obligor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to as “Trademark Licenses”; Patent and Copyright Licenses and Trademark Licenses are hereinafter referred to collectively as “Licenses”); and

(vi) the goodwill of such Obligor's business connected with and symbolized by the Marks.

Notwithstanding the foregoing provisions of this Section 2, the foregoing security interest and Lien shall not extend to, and the term "Collateral" shall not include, with respect to any Obligor, such Obligor's right, title and interest in any Excluded Property (as such term is defined in the Security Agreement); *provided that* immediately upon the ineffectiveness, lapse or termination of any Security Restriction with respect to any Patents, Copyrights, Marks or Licenses, the Collateral shall include, and each Obligor shall be deemed to have granted a Lien on, and security interest in, all its rights, title and interests in and to such Patents, Copyrights, Marks or Licenses as if such Security Restriction had never been in effect; *provided further that* the foregoing exclusion shall in no way be construed so as to limit, impair or otherwise affect Agent's unconditional continuing Lien and security interest in and to all rights, title and interests of each Obligor in or to any payment obligations or other rights to receive monies due or to become due under any agreement governing such Patents, Copyrights, Marks or Licenses and in any such monies and other proceeds of such Patents, Copyrights, Marks or Licenses. Each Obligor shall use reasonable efforts to eliminate all Security Restrictions affecting Collateral acquired after the date hereof.

Notwithstanding anything to the contrary set forth in this Agreement, the provisions of this Section 2 of this Agreement shall not be applicable to GCPL and all references in this Section 2 of this Agreement to "Obligors" or "Obligor" shall not include GCPL.

3. Restrictions on Future Agreements. Each Obligor agrees and covenants that until the Secured Liabilities (other than Unasserted Contingent Indemnification Claims) shall have been satisfied in full and the Credit Agreement shall have been terminated, such Obligor will not, without Agent's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with such Obligor's obligations under this Agreement, and each Obligor further agrees and covenants that without Agent's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights granted to Agent under this Agreement. Except as expressly permitted by Section 6.3 of the Credit Agreement, each Obligor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Agent thereto.

4. Certain Covenants, Representations and Warranties of each Obligor. Each Obligor covenants, represents and warrants (to the best of such Obligor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Obligor) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting (except to the extent expressly permitted by Section 6.3 of the Credit Agreement), have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way, except for such challenges that could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect; (ii) except to the extent expressly permitted by Section 6.3 of the Credit Agreement, none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any

filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and such Obligor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have, individually or in the aggregate, a Material Adverse Effect; (iv) to the best of such Obligor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement, except for such claims that could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect; (v) in each case except for dispositions expressly permitted by Section 6.3 of the Credit Agreement, such Obligor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Obligor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Obligor, in each case except for (A) rights granted by such Obligor pursuant to the applicable licenses listed on Schedules C and E (as such schedules may be updated from time to time), (B) Liens and encumbrances in favor of Agent, for the benefit of Lenders, the L/C Issuer and itself, pursuant to this Agreement or the other Financing Agreements and (C) other Permitted Liens; (vi) as of the Closing Date, the Patents, Marks and Copyrights and Licenses listed on Schedules A, B, C, D and E constitute all such items constituting Collateral in which such Obligor has any right, title or interest; (vii) such Obligor has the unqualified right to enter into this Agreement and perform its terms; (viii) such Obligor will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights (except as to any thereof which is no longer material to such Obligor's business); and (ix) such Obligor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Secured Liabilities (other than Unasserted Contingent Indemnification Claims) shall have been satisfied in full and the Credit Agreement shall have been terminated, any Obligor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent, in each to the extent constituting Collateral, or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Obligor shall give to Agent written notice thereof at the time required under Section 5.3(a) of the Credit Agreement. Each Obligor hereby authorizes Agent to modify this Agreement by noting any future acquired Patents, Marks, Copyrights constituting Collateral on Schedule A, B or D and any Licenses and licensed Patents, Marks or Copyrights on Schedules C or E, as applicable; provided, however, that the failure of Agent to make any such notation shall not limit or affect the obligations of any Obligor or rights of Agent hereunder.

6. Royalties; Terms. Each Obligor hereby agrees that the Lien of Agent in all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or, in the case of Patents, Marks and Copyrights licensed to an Obligor, such smaller geographic location if any

is specified for such Obligor's use in the applicable License) and without any liability of Agent to such Obligor for royalties or other related charges. The term of the Liens granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses collaterally assigned hereunder, or (ii) satisfaction in full of the Secured Liabilities (other than Unasserted Contingent Indemnification Claims) and termination of the Credit Agreement.

7. **Inspection.** Agent shall have the right at such reasonable times during normal business hours to inspect any Obligor's premises and to examine any Obligor's books, records and operations, including, without limitation, any Obligor's quality control processes, in each case in accordance with the provisions of Section 5.10 of the Credit Agreement. From and after the occurrence and during the continuance of a Default and notice by Agent to each Obligor of Agent's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses constituting Collateral, each Obligor agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Obligor under the Marks consistent with the quality of products now manufactured by such Obligor.

8. **Termination of Each Obligor's Interest.** This Agreement is made for collateral purposes only. Upon satisfaction in full of the Secured Liabilities (other than Unasserted Contingent Indemnification Claims) and termination of the Credit Agreement, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to any of the other Financing Agreements, the Liens granted hereunder shall automatically be extinguished. Agent shall, at the request of any Obligor and at such Obligor's reasonable expense, execute and deliver to such Obligor, all termination statements and other instruments as may be necessary or proper to evidence the termination of the Liens granted to Agent pursuant to this Agreement, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to any of the other Financing Agreements. Any such termination statements and instruments shall be without recourse upon or warranty by Agent.

9. **Duties of the Obligors.** Except to the extent the same is no longer material to such Obligor's business, each Obligor shall have the duty (i) to prosecute diligently any application with respect to Patents, Marks and Copyrights, in each case pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Any expenses incurred in connection with the foregoing (including, but not limited to, maintenance or renewal fees) shall be borne by the Obligors. Except to the extent the same is no longer material to such Obligor's business, each Obligor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Agent and the Required Lenders.

10. **Agent's Right to Sue.** From and after the occurrence and during the continuance of a Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses constituting Collateral, and any licenses thereunder, and, if Agent shall commence any such suit, each Obligor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement, and each Obligor shall promptly, upon demand, reimburse and indemnify Agent for all reasonable costs and expenses incurred by Agent in the exercise of its rights under this Section 10.

11. **Waivers.** No course of dealing between any Obligor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. **Further Assurances.** Each Obligor shall execute and deliver to Agent, at any time or times hereafter at the request of Agent, all papers (including, without limitation, any as may be deemed desirable by Agent for filing or recording with any patent and trademark office, any copyright office and, in each case, any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Agent), as Agent may request, to evidence Agent's interest in the Patents, Marks, Copyrights and Licenses constituting Collateral and the goodwill associated therewith and enforce Agent's rights under this Agreement.

15. **Cumulative Remedies; Power of Attorney; Effect on Financing Agreements.** All of Agent's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses constituting Collateral, whether established hereby, by any of the Financing Agreements or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. For valuable consideration receipt of which is hereby acknowledged, each Obligor hereby constitutes and appoints Agent as such Obligor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of a Default, to (i) endorse such Obligor's name on all applications, documents, papers and instruments determined by Agent as necessary or desirable for Agent in the use of the Patents, Marks, Copyrights and Licenses constituting Collateral, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses constituting Collateral as Agent deems in good faith to be in the best interest of Agent, (iii) grant

or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights constituting Collateral to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses constituting Collateral to any Person. Each Obligor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Secured Liabilities (other than Unasserted Contingent Indemnification Claims) shall have been satisfied in full and the Credit Agreement shall have been terminated. Each Obligor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Credit Agreement or any of the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses constituting Collateral may be enforced. Each Obligor hereby releases Agent from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by Agent under the powers of attorney granted herein.

16. Binding Effect; Benefits. This Agreement shall be binding upon each Obligor and its respective successors and assigns and shall inure to the benefit of Agent and its respective successors and permitted assigns. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT AND THE OTHER FINANCING AGREEMENTS BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.


17. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH, AND ANY DISPUTE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT AND THE OTHER FINANCING AGREEMENTS, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES).

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page or acceptance to this Agreement by telecopier or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.


[signature page follows]

IN WITNESS WHEREOF, the parties hereto have entered into this Patent, Copyright, License and Trademark Security Agreement as of the date first above written.


DR. FRESH HOLDINGS, LLC

By: 
Name: DUANE HORNE
Title: CEO


DR. FRESH BLOCKER, LLC

By: 
Name: DUANE HORNE
Title: CEO


FRESHCORP, INC.

By: 
Name: DUANE HORNE
Title: CEO


FRESH INTERMEDIATE CORP.

By: 
Name: DUANE HORNE
Title: CEO


FRESHCORP ORAL CARE, INC.

By: 
Name: DUANE HORNE
Title: CEO


CHILDREN ORAL CARE, LLC

By: 
Name: DUANE HORNE
Title: CEO


ADULT ORAL CARE, LLC

By: 
Name: DUANE HORNE
Title: CEO

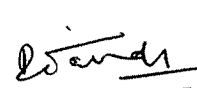
DR. FRESH MERGE CORP.

By: 
Name: DUANE HORNE
Title: CEO

DR. FRESH INC.

By: 
Name: DUANE HORNE
Title: CEO

BETTER ALLIANCE LIMITED

By: 
Name: Puneet Namb
Title: Director

GROSVENOR CONSUMER PRODUCTS LIMITED

By: *Wanda*
Name: *Puneet Nandela*
Title: *Director*

DR. FRESH LIMITED

By: *Wanda*
Name: *Puneet Nandela*
Title: *Director*

DEAN SPIRIT LIMITED

By: *Wanda*
Name: *Puneet Nandela*
Title: *Director*

BINACA CORP.

By: *Diane Horne*
Name: *DIANE HORNE*
Title: *CEO*

BINACA INTERMEDIATE CORP.

By: *Diane Horne*
Name: *DIANE HORNE*
Title: *CEO*

FRESH MERGE, LLC

By: *Diane Horne*
Name: *DIANE HORNE*
Title: *CEO*

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

FIFTH THIRD BANK, as Agent

By: _____
Name: _____
Title: _____

GROSVENOR CONSUMER PRODUCTS LIMITED

By: _____
Name: _____
Title: _____

DR. FRESH LIMITED

By: _____
Name: _____
Title: _____

DEAN SPIRIT LIMITED

By: _____
Name: _____
Title: _____

BINACA CORP.

By: _____
Name: _____
Title: _____

BINACA INTERMEDIATE CORP.

By: _____
Name: _____
Title: _____

FRESH MERGE, LLC

By: _____
Name: _____
Title: _____

The undersigned accepts and agrees to the foregoing Patent, Copyright, License and Trademark Security Agreement as of the date first written above.

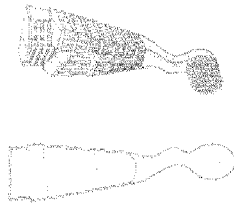

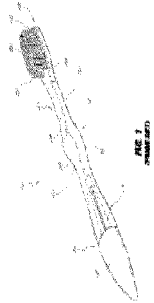
FIFTH THIRD BANK, as Agent




By: Kevin C. Nenak
Name: Kevin C. Nenak
Title: Vice President





Schedule A




Patents and Patent Applications


See attached.




Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Spiderman on Building Design Patent		TOOTHBRUSH WITH A BUILDING (SPIDERMAN)	USA	2/4/2009	7/14/2009 D595962	Issued
Spiderman on Building Design Patent		TOOTHBRUSH WITH A BUILDING (SPIDERMAN)	China	2/12/2009	9/1/2010 ZL200930002655.2	Issued;
Original Firefly (New Version) Utility		TOOTHBRUSH AND METHOD OF USE	UK	3/16/2010	GB 1017253.4	Pending



Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Orazyme Bottle Design	 Fig. 1	CONTAINER	US	4/14/2010	5/3/2011 D637086	Issued
Krazer Design 1	 Fig. 1	RAZOR	US	4/14/2010	12/14/2010 D629160	Issued
Krazer Design 2	 Fig. 1	RAZOR	US	4/14/2010	8/31/2010 D622906	Issued




Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
AIM Revolution	 Fig. 1	TOOTHBRUSH	USA	9/12/2008	29/309,620	Pending
Firefly Bottle Design	 Fig. 1	FIREFLY BOTTLE	USA	9/12/2008	7/26/2011 D642,063	Issued
Interdental Brush with Cover Design	 FIG. 1	INTERDENTAL DEVICE	USA	9/2/2009	3/15/2011 D634,475	Issued
Dr Fresh Floss Design	 FIG. 1	FLOSSER WITH PICK	USA	12/9/2009	5/10/2011 D637762	Issued






Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Dr Fresh Floss Design		FLOSSER	USA	5/17/2011	2/28/2012 D655,044	Issued
3 Hole Binaca and TEK Design		FLOSSER	USA	5/17/2011	3/6/2012 D655456	Issued
AIM Floss Design	 Fig 1	CONTOURED FLOSS PICK	USA	9/2/2009	7/12/2011 D641522	Issued



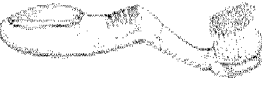

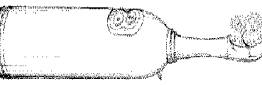
Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
AIM Floss Design	 Fig 1	FLOSS PICK	China	8/21/2009	9/1/2010 ZL200930207297.9	Issued
Orazyme Formulation	Utility no picture	ORAL COMPOSITION AND METHOD FOR FORMING AND USING SAME	USA	4/26/2011	13/094,740	Pending
Orazyme Formulation	Utility no picture	ORAL RINSE AND METHOD OF FORMING AND USING SAME	USA	9/21/2010	61/385,115	Expired
Orazyme Formulation	Utility no picture	ORAL RINSE AND METHOD OF FORMING AND USING SAME	USA	9/22/2010	61/385,510	Expired
Orazyme Formulation	Utility no picture	ORAL RINSE AND METHOD OF FORMING AND USING SAME	USA	11/15/2010	61/413,783	Expired





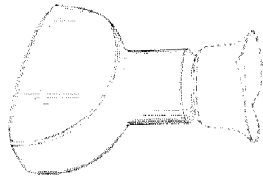
Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Dr Fresh Travel Kit and Pre-pasted Brush Design		TOOTHBRUSH	USA	6/4/2009	7/5/2011 D640,872	Issued
Dr Fresh Travel Kit and Pre-pasted Brush Design		TOOTHBRUSH	China	8/21/2009	9/29/2010 ZL200930207300.7	Issued
AIM Cool Window Floss Design		FLOSS CONTAINER	USA	10/15/2010	7/12/2011 D641523	Issued

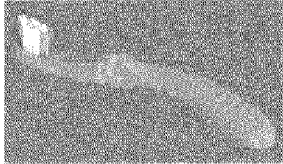
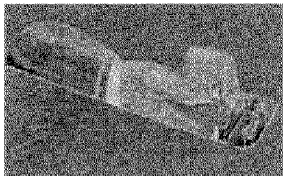
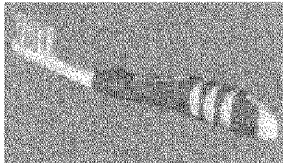
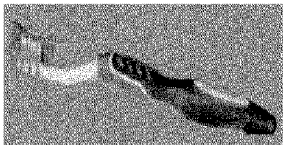
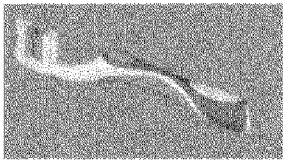
Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Close Up Design		TOOTHBRUSH	USA	1/21/2011	29/383,814	Pending
TEK Design		TOOTHBRUSH	USA	1/21/2011	29/383,823	Pending


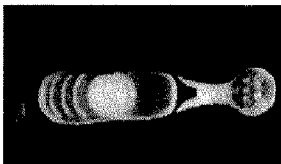
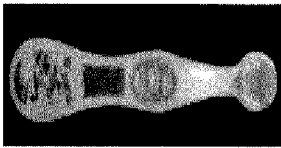
Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Tongue Cleaner Design		TOOTHBRUSH WITH A SCRAPER	USA	1/21/2011	5/31/2011 D638,628	Issued
TEK Design 2		TOOTHBRUSH	USA	1/24/2011	6/7/2011 D639,069	Issued
Dental Kit Design		CONTAINER	USA	1/24/2011	29/383,890	Pending

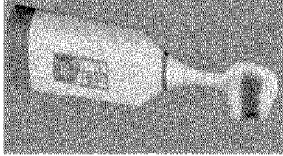
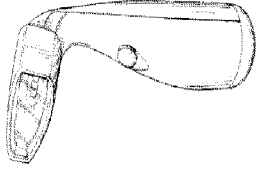

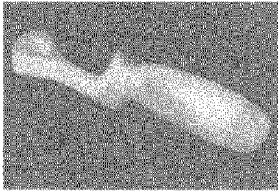
Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
New Firefly Suction Design		TOOTHBRUSH (Fire Fly Suction Cup)	USA	6/13/2011	1/24/2012 D652627	Issued
New Firefly Suction Design		TOOTHBRUSH (Fire Fly Suction Cup)	China	8/12/2011	201130279588.6	Pending
New Peanuts Brush Design		TOOTHBRUSH (Snoopy Brush)	USA	6/24/2011	29/396,098	Pending
New Boppin Design		TOOTHBRUSH (Boppin Barnyard)	USA	6/29/2011	1/17/2012 D652217	Issued
New Boppin Design		TOOTHBRUSH (Boppin Barnyard)	China	8/12/2011	201130279586.7	Pending


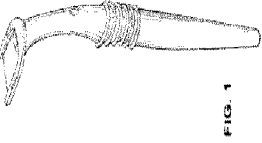

Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Tongue Scrapper Design		TONGUE SCRAPPER	USA	6/29/2011	1/24/2012 D652925	Issued
Tongue Scrapper Design		TONGUE SCRAPPER	China	8/12/2011	201130279587.1	Pending
Rexall Design		TOOTHBRUSH	USA	7/1/2011	29/396,622	Pending
New Rubber Bristles Design		TOOTHBRUSH	USA	6/29/2011	29/396,433	Pending
Barbie Rotary Design		TOOTHBRUSH	USA	6/29/2011	29/396,438	Pending

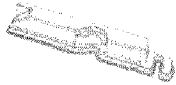
Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Batman Turbo Design		TOOTHBRUSH	USA	6/30/2011	29/396,484	Pending
Peanuts Light Up Design		TOOTHBRUSH	USA	6/8/2011	29/393,741	Pending
Interdental Brush AIM		SLIDING INTERDENTAL	USA	6/30/2011	29/396,521	Pending
Dr Ken Bottle Design		BOTTLE	USA	6/24/2011	29/396,107	Pending
Private Label Long Last Bottle Design		BOTTLE	USA	6/8/2011	29/393,736	Pending


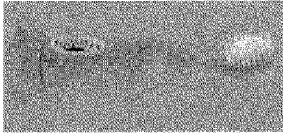

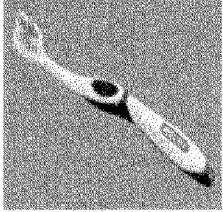
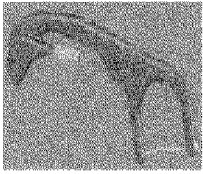
Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
TEK with Holes TEEN/ SPORT Design		TOOTHBRUSH	China	7/30/2010	3/30/2011 ZL201030274145.3	Issued
Close Up Packaging Design		THE PACKAGING FOR TOOTHBRUSH	China	8/26/2010	3/30/2011 ZL201030508463	Issued
Close Up Brush Design		TOOTHBRUSH	China	8/20/2010	3/30/2011 ZL201030298513.8	Issued
Close Up brush 2 Design		TOOTHBRUSH	China	8/20/2010	3/30/2011 ZL201030298522.7	Issued
Close up Active Design		TOOTHBRUSH	China	8/26/2010	3/20/2011 ZL201030502616.1	Issued

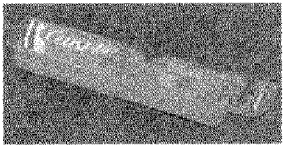



Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Aim Bottle Design		BOTTLE	China	8/21/2010	10/6/2010 ZL200930207298.3	Issued
Aim Germ Evader with Suction Cup Design		TOOTHBRUSH	China	8/21/2009	9/15/2010 ZL200930207299	Issued
Peanuts Design		TOOTHBRUSH (PEANUTS PAWS BRUSH)	China	8/21/2009	9/15/2010 ZL200930207101	Issued




Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Turbo Brush Design		BATTERY POWERED TOOTHBRUSH	China	3/9/2010	12/1/2010 ZL201030139576	Issued
Whitening Light Design		Light Device	USA	7/14/2011	2/28/2012 D655012	Issued
Big Tuft Design		TOOTHBRUSH	USA	7/14/2011	29/397,367	Pending
Tongue Cleaner Design		DUAL ACTION TONGUE CLEANER	China	9/30/2010	201030561778.2	Issued


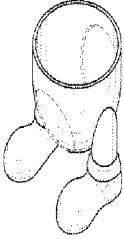

Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Firefly bottle design		BOTTLE	China		200830208405	Issued
Flosser with Long Handle Design		FLOSSER	China	8/12/2011	29/399,410	Pending
Four Pack Cap Design		TOOTHBRUSH COVER	USA	8/24/2009	10/18/2011 D646,897	Issued

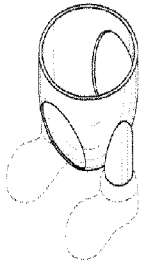

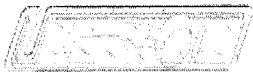
Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Close Up Packaging Design		TOOTHBRUSH PACKAGING	USA	12/10/2009	7/26/2011 D642,047	Issued
Original Firefly	Utility No Picture	ILLUMINATED FLASHING TOOTHBRUSH AND METHOD OF USE	Canada		2455748	Issued;
Original Firefly	Utility No Picture	ILLUMINATED FLASHING TOOTHBRUSH AND METHOD OF USE	China		200410005283.5	Issued
Original Firefly	Utility No Picture	ILLUMINATED FLASHING TOOTHBRUSH AND METHOD OF USE	Hong Kong		1067977	Issued
Original Firefly	Utility No Picture	ILLUMINATED FLASHING TOOTHBRUSH AND METHOD OF USE	India		217576	Issued





Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
TEK Style Design		TOOTHBRUSH	China	7/30/2010	3/30/2011 ZL201030274151.9	Issued
Ecofly Design		TOOTHBRUSH (ECO- CONSCIOUS)	China	5/31/2010	2/9/2011 ZL201030201922.1	Issued
AIM brush Design		TOOTHBRUSH	China	5/31/2010	3/2/2011 ZL201030201905.8	Issued
Welby Brush Design		TOOTHBRUSH	China	5/31/2010	1/5/2011 ZL201030201883.5	Issued
Floss with interdental pick BINACA Design		FLOSS & INTERDENTAL BRUSH ALL-IN- ONE	China	8/20/2010	201030298523.1	Issued





Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Close Up Style Packaging Design		THE PACKAGING FOR CLOSE-UP TOOTHBRUSH	China	8/26/2010	20103052608.7	Issued
Family Pack Design		TOOTHBRUSH FAMILY BACK WITH CUP FOR RINSING	China	8/31/2010	201030508342	Pending
Spiderman Light Up and All Licensed Light UP and Button Musical		BRUSH	China	3/20/2009	200910130633	Pending
Firefly Mouthwash Utility		BOTTLE FOR DENTAL HYGIENE PRODUCT WITH TIMING MECHANISM	USA	04/20/2006	4/7/2009 7515507	Issued


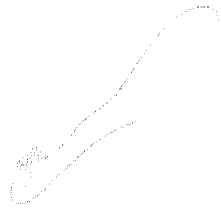


Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Floating Firefly Design		TOOTHBRUSH (self-standing)	USA	02/19/2007	3/17/2009 D588362	Issued
Floating Firefly Design		TOOTHBRUSH (self-standing)	USA	2/19/2007	3/17/2009 D588363	Issued
Floating Firefly Design		TOOTHBRUSH WITH BASE	USA	02/19/2007	3/17/2009 D588364	Issued


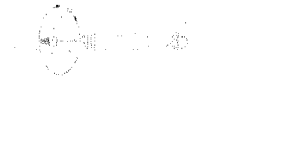
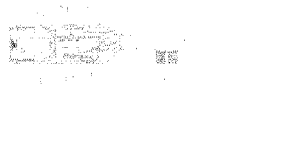
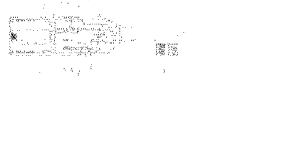
Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Floating Firefly Design		TOOTHBRUSH WITH BASE	USA	04/12/2007	3/31/2009 D589261	Issued
Floating Firefly Stand Design		TOOTHBRUSH BASE (DESIGN)	USA	04/12/2007	1/12/2010 D607648	Issued
Floating Firefly Stand Design		TOOTHBRUSH BASE	USA	12/28/2009	7/13/2010 D619371	Issued


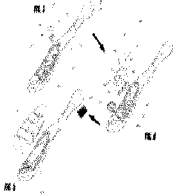


Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Floating Firefly Stand Design		TOOTHBRUSH BASE	USA	12/28/2009	7/13/2010 D619372	Issued
Floating Firefly Packaging Design		COMMERCIAL PACKAGE	USA	04/12/2007	4/15/2008 D566541	Issued
Old Firefly Design		COMMERCIAL PACKAGE	USA	04/12/2007	4/14/2009 D590245	Issued





Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Firefly Toothpaste Design		TUBE CAP	USA	04/12/2007	10/28/2008 D579331	Issued
Original Firefly Utility		ILLUMINATED FLASHING TOOTHBRUSH AND METHOD	USA	04/12/2007	8/30/2011 8,006,342	Issued
Original Firefly Utility		ILLUMINATED FLASHING TOOTHBRUSH AND METHOD	USA	01/16/2009	9/6/2011 8,011,054	Issued
Firefly Floss Design		DENTAL FLOSS HOLDER	USA	12/19/2007	6/9/2009 D594157	Issued




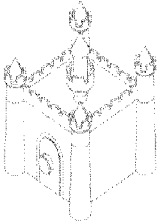
Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Princess Castle Design		CASTLE HUMIDIFIER (DESIGN-DISNEY PRINCESS CASTLE HUMIDIFIER)	USA	04/10/2008	12/6/2008 D583036	Issued
Princess Castle Design 2		CASTLE HUMIDIFIER	USA	12/4/2008	7/13/2010 D619691	Issued
Pooh Humidifier Design		HONEYPOT HUMIDIFIER	USA	07/17/2008	5/12/2009 D592295	Issued
Ziggly Design		TOOTHBRUSH (DESIGN - ZIGGLY)	USA	02/22/2008	6/28/2011 D640469	Issued




Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Ziggly Design 2		TOOTHBRUSH (DESIGN - ZIGGLY)	USA	01/30/2009	6/15/2010 D617564	Issued
Boppin Design		TOOTHBRUSH (DESIGN)	USA	2/21/2008	7/13/2010 D619369	Issued
Floating with Duck Design		TOOTHBRUSH	USA	04/13/2005	5/19/2009 D592403	Issued
Floating FF Design		TOOTHBRUSH	USA	07/20/2010	29/366,161	Pending

Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Floating FF Design		TOOTHBRUSH	USA	07/20/2010	29/366,153	Pending
Original Firefly Utility additional claims		ILLUMINATED FLASHING TOOTHBRUSH AND METHOD OF USE	USA	09/10/2010	61/381,856	Expired
Barbie Rotary with Light Utility		ILLUMINATED FLASHING TOOTHBRUSH AND METHOD OF USE	USA	5/11/2011	13/105,637	Pending
Barbie Rotary light up Utility		ILLUMINATED FLASHING TOOTHBRUSH AND METHOD OF USE	PCT	6/1/2011	PCT/US2011/03876 0	Pending

Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Baby Firefly Utility		ILLUMINATED FLASHING TOOTHBRUSH AND METHOD OF USE	USA	5/11/2011	13/105,582	Pending
Boppin Barnyard Utility		MUSICAL TOOTHBRUSH AND METHOD OF USE	USA	11/10/2008	12/267,853	Pending
Spiderman Light up Utility		TOOTHBRUSH AND METHOD OF USE	USA	1/30/2009	12/363,684	Pending
Ziggly Additional Claims		TOOTHBRUSH	USA	6/16/2010	11/8/2011 D648,134	Issued

Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Firefly Mouthwash Utility		BOTTLE FOR DENTAL HYGIENE PRODUCT WITH TIMING MECHANISM	Mexico	4/20/2006	MX/a/2007/01299 8270140	Issued
Firefly Design		TOOTHBRUSH	China	8/20/2007	ZL200730154505.4	Issued
Firefly Design		TOOTHBRUSH WITH BASE	China	8/20/2007	ZL200730154504.X	Issued
Firefly Toothpaste		TUBE CAP	China	10/12/2007	11/25/2009 ZL200730151832.4	Issued

Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Firefly Floss Design		FLOSSING DEVICE	China	6/17/2008	ZL 200830126104.2	Issued
Firefly Floss Design		FLOSSING DEVICE	EU	6/19/2008	4008069 and 4008070	Issued
Firefly Travel		FOLDING TRAVEL TOOTHBRUSH	China	4/17/2008	ZL 200830116025.3	Issued
Castle Design		CASTLE HUMIDIFIER	China	10/6/2008	ZL200830138782.0	Issued

Internal Name	Drawings	Title	Country	Filing Date/	Issue Date Patent No./ Serial No.	Status
Pooh Design		HONEYPOT HUMIDIFIER	China	1/16/2009	ZL200930002869.X	Issued
Ziggly Design		TOOTHBRUSH	China	8/13/2008	ZL200830142404.X	Issued
Ziggly Design		TOOTHBRUSH	EU	000989157	00989157-0001- 0002	Issued

Schedule B

Copyrights

See attached.

Copyrights USA: All owned by Dr Fresh Inc.

Title	Registration number
Eco-fly rap	Pending
Infectiguard	VA-01-697-644
Dr. fresh catalog	Pending
Binaca Styleguide	Pending
Ecofly Rap	Pending
Firefly entire Artwork	VA-1-674-309
Dr. Fresh Entire Artwork	VA 1-690-609
Smiley Gripper	VA 1-678-821
Binaca Styleguide New 2009	Pending
Smileguard Artwor	Pending
Smilguard Ortho Rinse	VA 1-701-008
TEK Mouthwash Artwork	VA 1-701-307
Dr Fresh Dailies Ultimate Travel Kit	VA 1-701-308
Firefly flossers	VA 1-702-691
Dr Fresh Dailies Mint Waxed Floss	VA 1 709 349
Krazer 12 pack	VA 1-709-292
TEK Ultimate dental kit	VA 1 714 214
Tooth Diagram	VA 1-722-956
Dr Fresh Advance Arwork	VA 1-722-475
Dr fresh pediodontic kit	Pending
Dr Ken Toothpaste range	Pending
Just 4 Me	Pending
Dr Ken Tongue Cleaner	Pending
Binaca Max TB	VA 1-779-027

Kaye LLP
Project Fox
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Schedule C

Patent and Copyright Licenses

None.

Schedule D

Trademarks, Service Marks

See attached.

Word Mark	Country	Reg. Number/ File No.	Status	Proprietor
BIOZYME	USA	3841444	Registered	Dr Fresh Inc.
SENSIGEL	USA	4028916	Registered	Dr Fresh Inc.
SENSIJEL	USA	3997823	Registered	Dr Fresh Inc.
DR FRESH BON VOYAGE	USA	3985289	Registered	Dr Fresh Inc.
BOPPIN' BARNYARD	USA	3978036	Registered	Dr Fresh Inc.
ORAZYME	USA	3947954	Registered	Dr Fresh Inc.
PAUL THE OCTOPUS	USA	3947542	Registered	Dr Fresh Inc.
MOMINTS	USA	3943956	Registered	Dr Fresh Inc.
SELECTOBAC	USA	3904257	Registered	Dr Fresh Inc.
ORAFRESH	USA	3907352	Registered	Dr Fresh Inc.
FLOSH	USA	3092627	Registered	Dr Fresh Inc.
I-FLOSS	USA	2920615	Registered	Dr Fresh Inc.
DR.FRESH	USA	3077320	Registered	Dr Fresh Inc.
ABSOLUTE WHITE	USA	2860088	Registered	Dr Fresh Inc.
DR FRESH VELOCITY	USA	4034404	Registered	Dr Fresh Inc.
MAX	USA	3841052	Registered	Dr Fresh Inc.
SALZYME	USA	3810832	Registered	Dr Fresh Inc.
ORAZYME	USA	3810831	Registered	Dr Fresh Inc.
AYURGUARD	USA	3810822	Registered	Dr Fresh Inc.
ORAZYME	USA	3906445	Registered	Dr Fresh Inc.
FISTBUMP	USA	3810811	Registered	Dr Fresh Inc.
LONGLAST	USA	3858518	Registered	Dr Fresh Inc.
SHAVEGUARD	USA	3810624	Registered	Dr Fresh Inc.
FIGHT DECAY THE "DR. FRESH WAY"	USA	3912835	Registered	Dr Fresh Inc.
JOIN THE ELBOWSHAKE REVOLUTION!	USA	3781173	Registered	Dr Fresh Inc.
ELBOWSHAKE	USA	3781172	Registered	Dr Fresh Inc.

Word Mark	Country	Reg. Number/ File No.	Status	Proprietor
SMILEGUARD	USA	3749815	Registered	Dr Fresh Inc.
THE ORIGINAL LIGHTUP TIMER TOOTHBRUSH	USA	3933314	Registered	Dr Fresh Inc.
FIREFLY TECHNOLOGY INSIDE	USA	3858938	Registered	Dr Fresh Inc.
1 MIN TRY ME!	USA	3866399	Registered	Dr Fresh Inc.
AEROBLAST	USA	3872009	Registered	Dr Fresh Inc.
KIDS COMPLY WITH FIREFLY!	USA	3862618	Registered	Dr Fresh Inc.
LIGHTUP TIMER TOOTHBRUSH	USA	3836738	Registered	Dr Fresh Inc.
KRAZER	USA	3698945	Registered	Dr Fresh Inc.
SIDEKICK	USA	3698880	Registered	Dr Fresh Inc.
CRANAX	USA	3698605	Registered	Dr Fresh Inc.
INFECTIBAN	USA	3654263	Registered	Dr Fresh Inc.
INFECTIGUARD	USA	3654262	Registered	Dr Fresh Inc.
SAVIOR	USA	3615945	Registered	Dr Fresh Inc.
CONSERVE	USA	3615772	Registered	Dr Fresh Inc.
ECOFLY	USA	3572576	Registered	Dr Fresh Inc.
KEY TO YOUR PATIENTS' DENTAL HEALTH	USA	3572182	Registered	Dr Fresh Inc.
PIXIE PUNX	USA	3534050	Registered	Dr Fresh Inc.
CLICK	USA	3533950	Registered	Dr Fresh Inc.
VEG-E WHITE	USA	3492522	Registered	Dr Fresh Inc.
CHOPPER STOMPER	USA	3492489	Registered	Dr Fresh Inc.
ZIGGLY GRIPPER	USA	3492488	Registered	Dr Fresh Inc.
E Z BRUSH	USA	3492308	Registered	Dr Fresh Inc.
SIMPLY BRUSH	USA	3492307	Registered	Dr Fresh Inc.
RUSH BRUSH	USA	3492306	Registered	Dr Fresh Inc.
ZIGGLY	USA	3372109	Registered	Dr Fresh Inc.
ORAFRESH	USA	3297117	Registered	Dr Fresh Inc.

Word Mark	Country	Reg. Number/ File No.	Status	Proprietor
ORALFRESH	USA	3297116	Registered	Dr Fresh Inc.
KRAZER	USA	3306127	Registered	Dr Fresh Inc.
32 REASONS	USA	2993962	Registered	Dr Fresh Inc.
32 REASONS	USA	2993963	Registered	Dr Fresh Inc.
DR. FRESH TURBO POWER	USA	2902819	Registered	Dr Fresh Inc.
SMARTPIK	USA	2939393	Registered	Dr Fresh Inc.
FLOSSETTES	USA	3075268	Registered	Dr Fresh Inc.
DR. FRESH COMPLETE	USA	2991471	Registered	Dr Fresh Inc.
DR.FRESH FLUORIDE	USA	3019325	Registered	Dr Fresh Inc.
LUMILOOK	USA	3456064	Registered	Dr Fresh Inc.
LUMIPIK	USA	2932632	Registered	Dr Fresh Inc.
POCKET-PIK	USA	2924915	Registered	Dr Fresh Inc.
PRECIDENT	USA	2914391	Registered	Dr Fresh Inc.
CRUZ	USA	2924815	Registered	Dr Fresh Inc.
VENICIA	USA	2988562	Registered	Dr Fresh Inc.
WHITE 'N GO	USA	2961820	Registered	Dr Fresh Inc.
ZOLT	USA	2969259	Registered	Dr Fresh Inc.
HEY KIDS! KEEP BRUSHING UNTIL THE LIGHT GOES OUT!	USA	2808345	Registered	Dr Fresh Inc.
FIRE FLY	USA	2802169	Registered	Dr Fresh Inc.
KOOL FLOSS	USA	2878566	Registered	Dr Fresh Inc.
THE BRAND AMERICA LOVES	USA	2876386	Registered	Dr Fresh Inc.
DR. FRESH	USA	2901184	Registered	Dr Fresh Inc.
LIBERTY	USA	2772429	Registered	Dr Fresh Inc.
DR. FRESH	USA	2648137	Registered	Dr Fresh Inc.
DR. FRESH	USA	3418139	Registered	Dr Fresh Inc.
MR. SHAVE	USA	3422627	Registered	Dr Fresh Inc.




Word Mark	Country	Reg. Number/ File No.	Status	Proprietor
TEK	USA	0551649	Registered	Dr Fresh Inc.
TEK	USA	025884	Registered	Dr Fresh Inc.
Design Only	USA	2776418	Registered	Dr Fresh Inc.
SMILEY GRIPPER	USA	85018843	Suspended	Dr Fresh Inc.
INFECTIGUARD	USA	4051236	Registered	Dr Fresh Inc.
INFECTIGUARD	USA	3654262	Registered	Dr Fresh Inc.
TEK EXCEL	USA	4094964	Registered	Dr Fresh Inc.
TEK PRO	USA	4094965	Registered	Dr Fresh Inc.
JUST 4 ME	USA	4099009	Registered	Dr Fresh Inc.
IBRUSH	USA	85423902	Pending	Dr Fresh Inc.
BINACA PRECISION	USA	85423042	Pending	Dr Fresh Inc.
BINACA WAKE ME UP	USA	85422998	Pending	Dr Fresh Inc.
ORAZYME-D	USA	4099179	Registered	Dr Fresh Inc.
INSTANT CELEBRITY	USA	4063413	Registered	Dr Fresh Inc.
FLOURDEX	USA	4056427	Registered	Dr Fresh Inc.
2 MIN TIMER TRY ME!	USA	4055817	Registered	Dr Fresh Inc.
A HEALTHY MOUTH IS A BEAUTIFUL MOUTH	USA	85205440	Pending	Dr Fresh Inc.
BINACA EVERYDAY	USA	85395776	Pending	Dr Fresh Inc.
LIPLUPTUOUS	USA	4099146	Registered	Dr Fresh Inc.
TEK T4	USA	4099141	Registered	Dr Fresh Inc.
EASYSLIDE	USA	4099137	Registered	Dr Fresh Inc.
BIG TUFT	USA	4099132	Registered	Dr Fresh Inc.
HOLLYWOOD SMILE	USA	85376085	Pending	Dr Fresh Inc.
ULTRA SLIDE	USA	3154174	Registered	Under assignment to Dr Fresh Inc.
SQUIRT N BRUSH	USA	85507545	Pending	Dr Fresh Inc.
CAREPAIR	USA	85522960	Pending	Dr Fresh Inc.


Word Mark	Country	Reg. Number/ File No.	Status	Proprietor
CAREPAIR	USA	85504524	Pending	Dr Fresh Inc.
SLIMSONIC	USA	85487069	Pending	Dr Fresh Inc.
FORHANS	USA	3915682	Registered	Dr Fresh Inc.
FORHANS	USA	3939587	Registered	Dr Fresh Inc.
BE "PICKY"ABOUT YOUR FLOSSERS	USA	85522899	Pending	Dr Fresh Inc.
ORAFIX	USA	3209126	Registered	Under assignment to Dr Fresh Inc.
QUASAR	USA	3209259	Registered	Under assignment to Dr Fresh Inc.
STARFLY	USA	3187264	Registered	Under assignment to Dr Fresh Inc.
MOUTH SWOOSH	USA	3391828	Registered	Under assignment to Dr Fresh Inc.
DR.FRESH	Brazil	824475151	Registered	Dr Fresh Inc.
DR.FRESH	South Africa	2002/04526	Registered	Dr Fresh Inc.
DR.FRESH	New Zealand	714510	Registered	Dr Fresh Inc.
DR.FRESH	Chile	686912	Registered	Dr Fresh Inc.
DR.FRESH	Australia	908623	Registered	Dr Fresh Inc.
Dr. Fresh	Malaysia	2003867	Registered	Dr Fresh Inc.
DR.FRESH	Mexico	749630	Registered	Dr Fresh Inc.
DR.FRESH	Taiwan	1037766	Registered	Dr Fresh Inc.
DR. FRESH ABSOLUTE WHITE	Britain and N.Ireland	2325800	Registered	Dr Fresh Inc.
FIRE FLY	Britain and N Ireland	2330496	Registered	Dr Fresh Inc.
Firefly	Mexico	794029	Registered	Dr Fresh Inc.
Firefly	Brazil	829972935 and 829972951	Registered	Dr Fresh Inc.
ORALFRESH	UK	2551337	Registered	Dr Fresh Inc.
Orazyme	India	1908661	Registered	Dr Fresh Inc.
Shaveguard	India	1908662	Pending	Dr Fresh Inc.
Orazyme	Japan	2010-82356	Registered	Dr Fresh Inc.
Orazyme	Brazil	830841733	Pending	Dr Fresh Inc.





Word Mark	Country	Reg. Number/ File No.	Status	Proprietor
Infectiguard	Brazil	830386378	Pending	Dr Fresh Inc.
FIREFLY & Design (Color)	Algeria	111642	Pending	Dr Fresh Inc.
DR. FRESH & Device (in color)	Algeria	11161	Pending	Dr Fresh Inc.
DR. FRESH & Design	Columbia	374192	Registered	Dr Fresh Inc.
DR. FRESH& Design	Columbia	374193	Registered	Dr Fresh Inc.
FIREFLY & Design	Columbia	373148	Registered	Dr Fresh Inc.
FIREFLY & Design	Columbia	373149	Registered	Dr Fresh Inc.
DR. FRESH	Denmark	VR 2000 02260	Registered	Dr Fresh Inc.
DR. FRESH	Egypt	218011	Pending	Dr Fresh Inc.
DR. FRESH	Egypt	218012	Pending	Dr Fresh Inc.
DR. FRESH	Egypt	218013	Registered	Dr Fresh Inc.
FIREFLY	Egypt	218014	Registered	Dr Fresh Inc.
FIREFLY	Egypt	218015	Registered	Dr Fresh Inc.
FIREFLY	Egypt	218016	Registered	Dr Fresh Inc.
Dr Fresh Absolute White	UK	2325800	Registered	Dr Fresh Inc.
FIREFLY	UK	2330496	Registered	Dr Fresh Inc.
ORAFRESH	UK	2448007	Registered	Dr Fresh Inc.
ECOFLY	UK	2518791	Registered	Dr Fresh Inc.
ORALFRESH	UK	2551337	Registered	Dr Fresh Inc.
FORHANS	UK	2538416	Registered	Dr Fresh Inc.
BEYOND BREATH	UK	2566510	Registered	Dr Fresh Inc.
FLOSH	CTM	4533709	Registered	Growmax Investments Under assignment to Dr Fresh Inc.
MR. SHAVE	CTM	6317151	Registered	Dr Fresh Inc.
FIREFLY	CTM	003145497	Registered	Dr Fresh Inc.
FIREFLY	CTM	004749776	Registered	Dr Fresh Inc.

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INFECTIGUARD	CTM	8407058	Registered	Dr Fresh Inc.
ORAZYME	CTM	8742355	Registered	Dr Fresh Inc.
BIOZYME	CTM	8742389	Registered	Dr Fresh Inc.
SHAVEGUARD	CTM	8796914	Registered	Dr Fresh Inc.
BINACA & DEVICE	CTM	9065558	Registered	Dr Fresh Inc.
SENSIGUARD	CTM	9131467	Registered	Dr Fresh Inc.
ABSOLUTE WHITE	CTM	9685942	Registered	Dr Fresh Inc.
KRAZER	CTM	9694118	Registered	Dr Fresh Inc.
JUST 4 ME	CTM	9736539	Registered	Dr Fresh Inc.
BINACA EVERYDAY	CTM	9875196	Registered	Dr Fresh Inc.
BINACA CLINICAL	CTM	9875279	Registered	Dr Fresh Inc.
LIPLUPTUOUS	CTM	10187557	Pending	Dr Fresh Inc.
DR FRESH	CTM	2655660	Registered	Dr Fresh Inc.
DR FRESH	CTM	10236611	Pending	Dr Fresh Inc.
FIRE FLY	Hong Kong	300547588	Registered	currently under assignment to DRF Inc.
FLOSH	Hong Kong	300547579	Registered	currently under assignment to DRF Inc.
DR. FRESH	Hong Kong	300059300	Registered	Dr Fresh Inc.
MR. SHAVE	India	1603791	Registered	Dr Fresh Inc.
FIREFLY & Design	India	1493633	Registered	currently under assignment to DRF Inc.
TEK & Device	India	1748154	Registered	Dr Fresh Inc.
INFECTIGUARD & Device	India	1847132	Pending	Dr Fresh Inc.
FIRE FLY	Japan	4976771	Registered	Dr Fresh Inc.
DR. FRESH Opposition	Japan	2002-28205	Pending	Dr Fresh Inc.
FIRE FLY	Japan	4976771	Registered	Dr Fresh Inc.
INFECTIGUARD & Device	Mexico	1112229	Registered	Dr Fresh Inc.
TEK & Device	Mexico	1055379	Pending	Dr Fresh Inc.
DR. FRESH	Morocco	92701	Registered	currently under assignment to DRF Inc.

Word Mark	Country	Reg. Number/ File No.	Status	Proprietor
FIREFLY	New Zealand	739531	Registered	currently under assignment to DRF Inc.
FLOSH	New Zealand	739533	Registered	currently under assignment to DRF Inc.
DR. FRESH	New Zealand	714510	Registered	Dr Fresh Inc.
DR. FRESH & Device	Panama	200550-01	Pending	Dr Fresh Inc.
INFECTIGUARD & Device (in color)	Panama	200551-01	Pending	Dr Fresh Inc.
FIREFLY & Device	Philippines	4-2010-007421	Pending	Dr Fresh Inc.
DR. FRESH & Device	Philippines	4-2010-007419	Pending	Dr Fresh Inc.
FIREFLY & Device Opposition	Philippines	Pending	Pending	Dr Fresh Inc.
DR. FRESH & Device Opposition	Philippines	Pending	Pending	Dr Fresh Inc.
DR. FRESH	Russia	168896	Registered	Dr Fresh Inc.
FIRE FLY	Russia	321930	Registered	currently under assignment to DRF Inc.
FIRE FLY	Singapore	T06/01103C	Registered	Dr Fresh Inc.
FLOSH	Singapore	T05/25161H	Registered	currently under assignment to DRF Inc.
FIRE FLY	Singapore	T06/01104A	Registered	currently under assignment to DRF Inc.
DR. FRESH	Singapore	T09/00730D	Registered	Dr Fresh Inc.
FIREFLY & Device	Singapore	T09/00731B	Registered	Dr Fresh Inc.
FIREFLY	South Africa	2004/22369	Pending	Dr Fresh Inc.
ABSOLUTE WHITE	South Africa	2005/08764	Registered	Dr Fresh Inc.
DR. FRESH	Turkey	2003/12402	Registered	Dr Fresh Inc.
FIRE FLY	Turkey	2006/03797	Registered	Dr Fresh Inc.
FIRE FLY	Turkey	2006/03797	Registered	Dr Fresh Inc.
FIREFLY	UAE	86231	Registered	Dr Fresh Inc.
INFECTIGUARD	UAE	133437	Pending	Dr Fresh Inc.
DR. FRESH & Device	Vietnam	4-2010-15738	Pending	Dr Fresh Inc.
FIREFLY & Device	Vietnam	4-2010-15737	Pending	Dr Fresh Inc.

Word Mark	Country	Reg. Number/ File No.	Status	Proprietor
	China	7853468	Registered	Dr Fresh Inc.
	China	7853469	Registered	Dr Fresh Inc.
Babyguard	China	7863470	Registered	Dr Fresh Inc.
Ayurguard	China	7887314	Pending	Dr Fresh Inc.
Orazyme	China	7887316	Pending	Dr Fresh Inc.
Dr Ken	China	8183504	Registered	Dr Fresh Inc.
CLEO	China	8187479	Pending	Dr Fresh Inc.
Smiley Gripper	China	8231109	Registered	Dr Fresh Inc.
TEK	China	8268810	Registered	Dr Fresh Inc.
	China	8268811	Registered	Dr Fresh Inc.
Style	China	8310534	Registered	Dr Fresh Inc.
SENSIGUARD	China	8310535	Registered	Dr Fresh Inc.
SENSIGUARD	China	8310536	Registered	Dr Fresh Inc.
TEK DAILIES	China	8314364	Registered	Dr Fresh Inc.
TEK DAILIES	China	8314365	Registered	Dr Fresh Inc.
TEK DAILIES	China	8314366	Registered	Dr Fresh Inc.
Orafix	China	8336654	Registered	Dr Fresh Inc.
Orafix	China	8336655	Pending	Dr Fresh Inc.
Orafix	China	8336656	Registered	Dr Fresh Inc.
SELECTOBAC	China	8368375	Registered	Dr Fresh Inc.
SELECTOBAC	China	8368376	Registered	Dr Fresh Inc.
TEK	China	8410127	Registered	Dr Fresh Inc.
Long last	China	8434673	Registered	Dr Fresh Inc.
SPORT	China	8434674	Registered	Dr Fresh Inc.

Word Mark	Country	Reg. Number/ File No.	Status	Proprietor
Long last	China	8434675	Registered	Dr Fresh Inc.
TEK TEEN	China	8505550	Registered	Dr Fresh Inc.
Dr. Fresh Kids	China	8505551	Registered	Dr Fresh Inc.
Dr. Fresh Kids	China	8506017	Registered	Dr Fresh Inc.
Dr. Fresh Bon Voyage	China	8527360	Registered	Dr Fresh Inc.
Dr. Fresh Bon Voyage	China	8527361	Registered	Dr Fresh Inc.
	China	8537877	Registered	Dr Fresh Inc.
Ifloss	China	8628377	Registered	Dr Fresh Inc.
Orazyme	China	8736490	Registered	Dr Fresh Inc.
Brush Beat	China	9987578	Pending	Dr Fresh Inc.
Lighting Lance	China	9866015	Pending	Dr Fresh Inc.
Ballerina Betty	China	9866014	Pending	Dr Fresh Inc.
LIPLUPTUOUS	China	9800853	Pending	Dr Fresh Inc.
Fresh Sensations	China	9685917	Pending	Dr Fresh Inc.
KOOLFLOSS	China	9542896	Pending	Dr Fresh Inc.
Probinaca	China	9448286	Pending	Dr Fresh Inc.
Light Up Timer Toothbrush	China	9266680	Rejected and Appeal filed	Dr Fresh Inc.
Kids Comply with Firefly!	China	9191930	Pending	Dr Fresh Inc.
Boppin' Barnyard	China	9191929	Pending	Dr Fresh Inc.
1 MIN TRY ME & Device	China	9191931	Pending	Dr Fresh Inc.
JUST 4 ME	China	9116599	Registered	Dr Fresh Inc.
BEYOND BREATH	China	8906546	Registered	Dr Fresh Inc.
Dr. fresh	China	1696374	Registered	Dr Fresh Inc.
MR. FRESH	China	1696375	Registered	Dr Fresh Inc.
Dr. fresh	China	1801009	Registered	Dr Fresh Inc.
MR. FRESH	China	1303139	Registered	Dr Fresh Inc.

Word Mark	Country	Reg. Number/ File No.	Status	Proprietor
MR SHAVE	China	6288379	Registered	Dr Fresh Inc.
FIRE FLY	China	3520331	Registered	Dr Fresh Inc.
ZIGGLY	China	6556775	Registered	Dr Fresh Inc.
ECOLFY	China	7193792	Registered	Dr Fresh Inc.
REVOLUTION	China	7193793	Registered	Dr Fresh Inc.
	China	7409826	Registered	Dr Fresh Inc.
	China	7412671	Registered	Dr Fresh Inc.
SMILEGUARD	China	7633941	Registered	Dr Fresh Inc.
SMILEGUARD	China	7633942	Registered	Dr Fresh Inc.
	China	7683649	Registered	Dr Fresh Inc.
Dr. Fresh Whitening	China	7808673	Pending	Dr Fresh Inc.
	China	1902511	Registered	Dr Fresh Inc.
Mr Shave	China	7808673	Registered	Dr Fresh Inc.
DR. FRESH	China	3444982	Registered	Dr Fresh Inc.
DR. FRESH	China	3553167	Registered	Dr Fresh Inc.
DR. FRESH	China	3566976	Registered	Dr Fresh Inc.
DR. FRESH	China	5848583	Registered	Dr Fresh Inc.
DR. FRESH	China	5848582	Registered	Dr Fresh Inc.
MR. SHAVE	China	6288379	Registered	Dr Fresh Inc.
FIRE FLY	China	5034053	Registered	Growmax Investments Under assignment to Dr Fresh Inc. currently under assignment to DRF Inc.

Word Mark	Country	Reg. Number/ File No.	Status	Proprietor
FLOSH	China	4820725	Registered	Growmax Investments Under assignment to Dr Fresh Inc. currently under assignment to DRF Inc.
STARFLY	China	6049325	Registered	Dr Fresh Inc.
LUMILOOK	China	4002689	Registered	Dr Fresh Inc.
LUMPIK	China	4002690	Registered	Dr Fresh Inc.
DR. SHOEMAKER	China	3849308	Registered	Dr Fresh Inc.
DR. FRESH	China	3444982	Registered	Dr Fresh Inc.
DR FRESH	China	3566975	Registered	Dr Fresh Inc.
DR FRESH VELOCITY	China	3566977	Registered	Dr Fresh Inc.
DR. FRESH TURBO	China	3553275	Registered	Dr Fresh Inc.
DR. FRESH TURBOSONIC	China	3566975	Registered	Dr Fresh Inc.
FIREFLY	China	3520331	Registered	Dr Fresh Inc.
DR. FRESH	China	3566976	Registered	Dr Fresh Inc.
DR. FRESH	China	3553167	Registered	Dr Fresh Inc.
ZIGGLY	China	6556775	Registered	Dr Fresh Inc.
PRECIDENT	China	3870001	Registered	Dr Fresh Inc.
ORAFRESH	China	8350958	Registered	Better Alliance Limited
INFECTIGUARD	Canada	TMA801669	Registered	Dr Fresh Inc.
FIREFLY	Canada	1568687	Pending	Dr Fresh Inc.
ABSOLUTE WHITE	Canada	1568686	Pending	Dr Fresh Inc.
SLIMSONIC	China	10245346	Pending	Dr Fresh Inc.
CAREPAIR	China	10391708	Pending	Dr Fresh Inc.
Squirt n Brush	China	10411329	Pending	Dr Fresh Inc.
FORHANS	China	8071576	Registered	Dr Fresh Inc.
FORHANS	China	8071577	Registered	Dr Fresh Inc.

TRADEMARK	COUNTRY	REGISTRATION NUMBER/ APPLICATION NO.	Status	Proprietor
Binaca	Argentina	1801070	Registered	Dean Spirit Limited
Binaca	Aruba	12686	Registered	Dean Spirit Limited
Binaca	Australia	87149	Registered	Dean Spirit Limited
Binaca	Bahamas	126,999	Registered	Dean Spirit Limited
Binaca	Bahrain	22984	Registered	Dean Spirit Limited
Binaca	Bangladesh	124745, 124746	Pending	Dean Spirit Limited
Binaca	Bermuda	29965	Registered	Dean Spirit Limited
Binaca	Brazil	817305130	Registered	Dean Spirit Limited
Binaca	Brunei	14414	Registered	Dean Spirit Limited
Binaca	Chile	619548	Registered	Dean Spirit Limited
Binaca	Colombia	373148, 373149	Registered	Dean Spirit Limited
Binaca	Costa Rica	16064	Registered	Dean Spirit Limited
Binaca	Ecuador	3388-91	Registered	Dean Spirit Limited
Binaca	El Salvador	16426/40	Registered	Dean Spirit Limited
BINACA	Great Britain	2165010	Registered	Dean Spirit Limited
Binaca	Guatemala	79299	Registered	Dean Spirit Limited
Binaca	Honduras	49732	Registered	Dean Spirit Limited
Binaca	Hong Kong	19820927AA	Registered	Dean Spirit Limited
Binaca	Hungary	170242	Registered	Dean Spirit Limited
Binaca	Iceland	757/1994	Registered	Dean Spirit Limited
Binaca	Indonesia	IDM000052849	Registered	Dean Spirit Limited
Binaca	Indonesia	IDM000052850	Registered	Dean Spirit Limited
Binaca	Ireland	45736	Registered	Dean Spirit Limited
Binaca	Israel	79878, 229448	Registered	Dean Spirit Limited
Binaca	Jamaica	22408	Registered	Dean Spirit Limited
Binaca	Japan	4224057	Registered	Dean Spirit Limited
Binaca	Kenya	21745	Registered	Dean Spirit Limited
Binaca	Kuwait	31715	Registered	Dean Spirit Limited
Binaca	Lebanon	74036	Registered	Dean Spirit Limited
Binaca	Malaysia	87/00742	Registered	Dean Spirit Limited
Binaca	Malaysia	M/65455	Registered	Dean Spirit Limited
Binaca	Mexico	848,391	Registered	Dean Spirit Limited
Binaca	Netherlands Antilles	14,730	Registered	Dean Spirit Limited
Binaca	New Zealand	87731	Registered	Dean Spirit Limited
Binaca	Nicaragua	9927CC	Registered	Dean Spirit Limited
Binaca	Pakistan	58561	Registered	Dean Spirit Limited

TRADEMARK	COUNTRY	REGISTRATION NUMBER/ APPLICATION NO.	Status	Proprietor
Binaca	Paraguay	216268(ren reg. 134323)	Registered	Dean Spirit Limited
Binaca	Peru	42932	Registered	Dean Spirit Limited
Binaca	Phillipines	45718	Registered	Dean Spirit Limited
Binaca	Poland	186536	Registered	Dean Spirit Limited
Binaca	Saudi Arabia	455/3	Registered	Dean Spirit Limited
Binaca	Singapore	T89/00797Z	Registered	Dean Spirit Limited
Binaca	South Africa	46/1410	Registered	Dean Spirit Limited
Binaca	South Korea	2011-15794	Pending	Dean Spirit Limited
Binaca	Sri Lanka	10706	Registered	Dean Spirit Limited
Binaca	Taiwan	151338	Registered	Dean Spirit Limited
Binaca	Taiwan	149591	Registered	Dean Spirit Limited
Binaca	Uruguay	337.216	Registered	Dean Spirit Limited
Binaca	Ukraine	1093002	Registered	Dean Spirit Limited
Binaca	Venezuela	112349-F	Registered	Dean Spirit Limited
Binaca	Venezuela	27555	Registered	Dean Spirit Limited
Binaca	Vietnam	4-201015738	Registered	Dean Spirit Limited
Binaca	UAE	101908(class 21)	Registered	Dean Spirit Limited
Binaca	Zimbabwe	55/63	Registered	Dean Spirit Limited
Binaca	Russia	2008/734015	Registered	Dean Spirit Limited
Binaca	Canada	UCA039,043	Registered	Under assignment recordation from Landers Intangibles to Dean Spirit Limited
Binaca Blasters	Canada	TMA574807	Registered	Under assignment recordation from Landers Intangibles to Dean Spirit Limited
Fast Blast	Canada	TMA568107	Registered	Under assignment recordation from Landers Intangibles to Dean Spirit Limited

TRADEMARK	COUNTRY	REGISTRATION NUMBER/ APPLICATION NO.	Status	Proprietor
Power Strips	Canada	TMA610914	Registered	Under assignment recordation from Landers Intangibles to Dean Spirit Limited
A Binaca Blast That Lasts	Canada	TMA627850	Registered	Under assignment recordation from Landers Intangibles to Dean Spirit Limited
Binaca	Canada	TMA332765	Registered	Under assignment recordation from Landers Intangibles to Dean Spirit Limited
A BINACA BLAST FRESHENS BREATH INSTANTLY	Canada	TMA552822	Registered	Under assignment recordation from Landers Intangibles to Dean Spirit Limited
A BINACA BLAST THAT LASTS!	USA	85408829	Pending	Dean Spirit Limited
PROBINACA	USA	85314454	Pending	Dean Spirit Limited
GEL BURSTS	USA	2958244	Registered	Dean Spirit Limited
BINACA	USA	4054409	Registered	Dean Spirit Limited
BINACA.COM	USA	3847236	Registered	Dean Spirit Limited
KISS-A-LICIOUS	USA	3752063	Registered	Dean Spirit Limited
BINACA	USA	3884822	Registered	Dean Spirit Limited
BINACA	USA	3884820	Registered	Dean Spirit Limited
BINACA	USA	3811979	Registered	Dean Spirit Limited
BINACA	USA	3698889	Registered	Dean Spirit Limited
BINACA LUXE	USA	3698679	Registered	Dean Spirit Limited
POWER BLASTS	USA	2728078	Registered	Dean Spirit Limited
POWER BLASTS	USA	2744720	Registered	Dean Spirit Limited
FRESH BREATH IS JUST A CLICK AWAY	USA	2748259	Registered	Dean Spirit Limited
FAST BLAST	USA	2398586	Registered	Dean Spirit Limited
BINACA	USA	2724805	Registered	Dean Spirit Limited

TRADEMARK	COUNTRY	REGISTRATION NUMBER/ APPLICATION NO.	Status	Proprietor
DENTAX PLUS	USA	2724662	Registered	Dean Spirit Limited
A BINACA BLAST FRESHENS BREATH INSTANTLY!	USA	2285377	Registered	Dean Spirit Limited
BINACA	China	7036138	Registered	Dean Spirit Limited
BINACA	China	8191696	Registered	Dean Spirit Limited
Binaca	China	1180260	Registered	Under assignment recordation from Landers Intangibles to Dean Spirit Limited
BINACA MAX BIG TUFT	China	9745848	Pending	Dean Spirit Limited
PRO BINACA	China	9424283	Pending	Dean Spirit Limited
Binaca Everyday	China	9247417	Pending	Dean Spirit Limited
Binaca Clinical	China	9247416	Pending	Dean Spirit Limited
Binaca Wake Me Up	China	10381129	Pending	Dean Spirit Limited
DENTAX	USA	1593080	Registered	Dean Spirit Limited
BINACA	USA	0836059	Registered	Dean Spirit Limited
TEK	China	7070023	Registered	Dean Spirit Limited
TEK	China	7070024	Registered	Dean Spirit Limited
TEK	Mexico	1055379	Pending	Dean Spirit Limited

TRADEMARK	COUNTRY	REGISTRATION NUMBER/ APPLICATION NO.	Status	Proprietor
Grosvenor	UK	1016727	Registered	Grosvenor Consumer Products Limited
Grosvenor	CTM	00009431	Registered	Grosvenor Consumer Products Limited
Grosvenor of London	UK	1216218	Registered	Grosvenor Consumer Products Limited

LIST OWNED BY DR. FRESH INC.:

1	dapoxetine.us.com	43	drfresh.uk.com	84	dapoxetineonline.com
2	lightuptoothbrush.com	44	drfresh.us.com	85	smile-guard.com
3	couserorthout.com	45	drfresh.co.uk	86	probiotic-mouthwash.com
4	drfresh.tv	46	pixiepunx.com	87	probioticmouthwash.com
5	dentistdavid.com	47	Lipluptuous.com	88	bracerinse.com
6	drfresh.net	48	binaca.de.com	89	blinkbrush.com
8	drfresh.org	49	binaca.eu.com	90	fireflytoothbrushes.com
9	binaca.co.uk	50	binaca.org.com	91	myorazyme.com
10	Orazyme-D.com	51	binaca.us.com	92	orazymefordrymouth.com
11	drymouthsymptoms.com	52	ptefloss.com	93	orazyme4drymouth.com
12	symptomsofdrymouth.com	53	firefly4kids.com	94	orazyme.info
13	soremouthandtongue.com	54	binacacupid.com	95	orazymerelief.com
14	drymouthsymptom.com	55	beyondbreath.com	96	orazyme.biz
15	pregnancydrymouth.com	56	drfresh.biz	97	orazyme.org
16	Symptomsdrymouth.com	57	binacafastblast.com	98	orazyme.uk.com
17	Homeremedydrymouth.com	58	white-aid.com	99	drymouth.us.com
18	Oasismouthspray.com	59	toothbrush.uk.com	100	tryorazyme.com
19	Drymouthhomeremedy.com	60	toothbrush.us.com	101	drymouthinfo.com
20	Drymouthdoctor.com	61	mouthwash.uk.com	102	simplybrush.com
21	Drymouthdoctors.com	62	mouthwash.us.com	103	prepastedbrush.com
22	Doctorsfordrymouth.com	63	dentalfloss.uk.com	104	prepastedtoothbrush.com
23	face-guard.com	64	dentalfloss.us.com	105	kidstoothbrush.com
24	mr-shave.biz	65	binacakiss.com	106	smileguardbrand.com
25	probioticoralcare.com	66	kisslicious.com	107	absolutewhite.com
26	orabiotic.com	67	binacapowerblast.com	108	drymouth.org
27	drymouthrelief.com	68	firefly.us.com	109	flashingtoothbrush.com
28	binaca-geetmala.com	69	Binacaluxe.com	110	timertoothbrush.com

29 ayurguard.com
30 ora-zyme.com
31 orazyme.net
32 salzyme.com
33 drfresh.com.cn
34 drfresh.net.cn
35 drfresh.org.cn
36 drfresh.cn
37 doctorfresh.com
38 infectiguard.co.uk
39 infectiguard.uk.com
40 Vagizyme.com
41 drfresh.de.com
42 drfresh.eu.com

70 ecoflytoothbrush.com
71 drfresh.us
72 infectiguard.com
73 drfreshdental.com
74 besthandsanitizer.com
75 h1n1-handsanitizer.com
76 infectiguardhandsanitizer.com
77 swineflu-handsanitizer.com
78 krazer.biz
79 Krazer.org
80 dazzlingwhite.com
81 fireflytoothbrush.com
82 ecoquate.com
83 elbowshake.com

111 Binaca.uk.com
112 dr-fresh.com
113 drkens.net
114 drfresh.com
115 binaca.com
116 binaca.org
117 go2phonecard.com

Schedule E

Trademark Licenses

Dr. Fresh Inc. is licensee under the following license agreements:

1. Trademark License Agreement, dated October 1, 2007, between Church & Dwight Company and Church & Dwight Canadian Corp. and Dr. Fresh, as amended on June 21, 2008 and August 13, 2008.
2. Trademark License Agreement, dated as of August 1, 2009, between Dean Spirit and Dr. Fresh.
3. Merchandising License Agreement, dated as of May 14, 2007, between MGA Entertainment, Inc. and Dr. Fresh, and as amended by Amendment No. 1, dated as of August 1, 2008 and by Amendment No. 2, dated as of October 3, 2008 and by Amendment No. 3, dated as of April 22, 2009 and by Amendment No. 4, dated as of March 22, 2010.
4. "Care Bears" License Agreement, dated as of January 1, 2009, between Those Characters From Cleveland, Inc. and Dr. Fresh, and as amended by Amendment A, dated as of October 22, 2010.
5. Master Merchandising License Agreement, dated July 6, 2010, between Universal Studios Licensing LLP and Dr. Fresh.
6. Merchandise Licensing Agreement, dated as of July 9, 2010, Hasbro, Inc., Hasbro International, Inc. and Dr. Fresh.
7. License Agreement, dated as of May 22, 2008, between Peanuts Worldwide LLC (as successor in interest to United Feature Syndicate, Inc.) and Dr. Fresh, as amended on October 10, 2011 and December 5, 2011.
8. Merchandise Agreement, dated April 1, 2010, between Nickelodeon UK Limited and Dr. Fresh.
9. Merchandise License Agreement, dated August 12, 2010, between Those Characters from Cleveland, Inc. (a subsidiary of American Greetings Corporation), Cookie Jar Entertainment (USA) Inc. and Dr. Fresh.
10. License Agreement, dated May 28, 2010, between Warner Bros. Consumer Products Inc. and Dr. Fresh.
11. License Agreement, dated June 21, 2010, between DC Comics c/o Warner Bros. Consumer Products Inc. and Dr. Fresh.
12. License Agreement, dated September 6, 2011, between Warner Bros. Consumer Products, a division of Warner Bros. Entertainment UK Limited and Dr. Fresh.
13. License Agreement, dated July 1, 2008, between Mattel, Inc. and Dr. Fresh, as amended by that certain First Amendment dated July 1, 2010 and as amended by that certain Second Amendment dated July 1, 2010.


14. License Agreement, dated January 1, 2011, among Mattel, Inc., Mattel Europa B.V. and Dr. Fresh, Inc.
15. License Agreement, dated January 4, 2012, between Sanrio GmbH and Dr. Fresh.
16. License Agreement, dated August 1, 2011, between Sanrio GmbH and Dr. Fresh.
17. Merchandise License Agreement, dated September 1, 2010 between Sanrio, Inc. doing business as Sanrio Global Consumer Products and Dr. Fresh, and as amended by First Amendment, dated as of February 22, 2011.
18. Merchandising License Agreement, dated January 3, 2011, between Spider-Man Merchandising L.P. and Dr. Fresh.
19. License Agreement, dated September 3, 2011 between Marvel Characters B.V. and Dr. Fresh, as amended on February 11, 2012.
20. License Agreement (#1374), dated October 23, 2006, between Marvel Characters, Inc. and Dr. Fresh, as amended by that certain undated First Amendment, that certain Second Amendment dated March 22, 2008, that certain Third Amendment dated November 5, 2008, that certain Fourth Amendment, dated February 2, 2009, that certain undated Fifth Amendment, that certain Sixth Amendment dated July 25, 2010, that certain Seventh Amendment dated December 20, 2011 and that certain Eighth Amendment dated February 11, 2012.
21. Consumer Products License Agreement, dated January 12, 2012, between Gullane (Thomas) Limited and Dr. Fresh.
22. Consumer Products License Agreement, between HIT (MTK) Limited and Dr. Fresh.
23. License Agreement, between Mind Candy Limited and Dr. Fresh.
24. Exclusive Development & Supply Agreement, dated September 30, 2011, between Orabrush and Dr. Fresh.
25. Trademark Sublicense Agreement, dated December 17, 2008, between Heritage Distribution Company Limited and Dr. Fresh.
26. Merchandise License Agreement, dated February 22, 2012, between Rovio Entertainment LTD and Dr. Fresh.

Grosvenor is a licensee under the following license agreements:


1. Merchandising Agreement, dated March 31, 2010, between BBC Worldwide Limited and Grosvenor, amended via rider dated January 5, 2012 – “In the Night Garden”.
2. Between signing and Closing, Grosvenor may enter into an agreement with The Walt Disney Company replacing that certain expired Consumer Products License Agreement, dated June 26, 2010, between The Walt Disney Company Limited and Grosvenor.
3. Non-Exclusive Merchandising License Agreement, dated November 8, 2011, between Turner Broadcasting System Europe Limited and Grosvenor.

This power of attorney is made pursuant to that certain Credit Agreement dated as of May 15, 2012 among the Obligors from time to time party thereto, the financial institutions from time to time party thereto and Agent (as amended, modified or supplemented from time to time, the "Credit Agreement") and may not be revoked until the payment in full of all liabilities and obligations of the Obligors under such Credit Agreement (other than Unasserted Contingent Indemnification Claims). Terms used herein which are not defined herein but are defined in the Credit Agreement shall have the meanings ascribed to them therein.


DR. FRESH HOLDINGS, LLC

By: 
Name: DUANE HORNE
Title: CEO


DR. FRESH BLOCKER, LLC

By: 
Name: DUANE HORNE
Title: CEO


FRESHCORP, INC.

By: 
Name: DUANE HORNE
Title: CEO

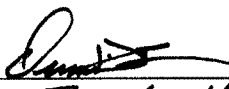
FRESH INTERMEDIATE CORP.

By: 
Name: DUANE HORNE
Title: CEO


FRESHCORP ORAL CARE, INC.

By: 
Name: DUANE HORNE
Title: CEO


CHILDREN ORAL CARE, LLC

By: 
Name: DUANE HORNE
Title: CEO


ADULT ORAL CARE, LLC

By: 
Name: DUANE HORNE
Title: CEO

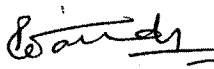
DR. FRESH MERGE CORP.

By: 
Name: DUANE HORNE
Title: CEO

DR. FRESH INC.

By: 
Name: DUANE HORNE
Title: CEO

BETTER ALLIANCE LIMITED

By: 
Name: Ronald Narels
Title: Director

GROSVENOR CONSUMER PRODUCTS LIMITED

By: *Esau*
Name: Puneet Varnola
Title: Director

DR. FRESH LIMITED

By: *Esau*
Name: Puneet Varnola
Title: Director

DEAN SPIRIT LIMITED

By: *Esau*
Name: Puneet Varnola
Title: Director

BINACA CORP.

By: *Quane*
Name: DUANE HORNE
Title: CEO

BINACA INTERMEDIATE CORP.

By: *Quane*
Name: DUANE HORNE
Title: CEO

FRESH MERGE, LLC

By: *Quane*
Name: DUANE HORNE
Title: CEO