

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilkie J. Stadeker DDS		10/27/2008	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	OneStep Prophy Angle LLC		
Street Address:	123 Marble Mill Road		
Internal Address:	Suite B		
City:	Marietta		
State/Country:	GEORGIA		
Postal Code:	30060		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77012464		
Serial Number:	77010659	THE ONESTEP PROPHY ANGLE	
CORRESPONDENCE DATA			
Fax Number:	(404)853-8806		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-853-8081		
Email:	julie.murphy@sutherland.com		
Correspondent Name:	Sutherland Asbill & Brennan LLP		
Address Line 1:	999 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	21270-0013		
NAME OF SUBMITTER:	William L. Warren		
Signature:	/William L. Warren/		

CH \$65.00 77012464

Date:

12/04/2008

Total Attachments: 5

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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "**Agreement**"), dated October 27, 2008, is by and between Wilkie J. Stadeker, DDS ("**Assignor**") and OneStep Prophy Angle LLC, a Georgia limited liability company ("**Assignee**").

BACKGROUND STATEMENT

Pursuant to the First Amended and Restated Limited Liability Company Agreement of Assignee dated as of October 27, 2008 (the "**LLC Agreement**"), in consideration of Assignee issuing 799,900 Units of Assignee to Assignor and assuming all of the indebtedness for borrowed money that Assignor has incurred prior to the date of the LLC Agreement related to funding the development of the Product, in the aggregate outstanding principal amount of approximately \$100,000.00 plus accrued interest (the "**Debt**"), Assignor desires to assign to Assignee all of Assignor's currently existing right, title and interest in and to the intellectual property relating to the OneStep™ Prophy Angle (the "**Product**"), which has been created, developed or otherwise acquired by Assignor, including without limitation all existing patents and trademarks set forth on the attached Schedule A and all copyrights, trade secrets, confidential information, inventions, improvements, technology and contracts relating to the use or license of technology, know-how or processes related to the Product and all applications or registrations for them.

STATEMENT OF AGREEMENT

Assignor and Assignee, in consideration of the promises set forth below, the mutuality and sufficiency of which are hereby acknowledged, hereby agree, intending to be legally bound, as follows:

1. Assignment of Patents and Applications. Assignor hereby conveys, assigns and transfers to Assignee all of Assignor's currently existing right, title and interest in and to (a) the patents and patent applications set forth on the attached Schedule A (collectively, the "**Patents and Applications**"); (b) the inventions and improvements disclosed in the Patents and Applications; (c) any and all patents of the United States which have been or may be granted thereon; (d) all corresponding foreign patents; (e) all provisionals, nonprovisionals, divisions, renewals, reissues, continuations, extensions, continuations-in-part and improvements of the Patents and Applications; (f) all income, royalties, damages and payments hereafter due or payable to Assignor with respect to the Patents and Applications, including without limitation damages and payments for past, present, and future infringements and misappropriations of any of the Patents and Applications; and (g) all rights to sue and recover damages and payments for past, present and future infringements and misappropriations thereof.

2. Assignment of Marks. Assignor hereby conveys, assigns and transfers to Assignee all of Assignor's currently existing right, title and interest in and to the trademarks set forth on the attached Schedule A (collectively, the "**Marks**") and the applications and registrations therefor, together with the goodwill of the business symbolized by the Marks, along with all rights to sue and recover damages and payments for past, present and future infringements and misappropriations thereof.

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3. Assignment of Other Intellectual Property. Assignor hereby conveys, assigns and transfers to Assignee all of Assignor's currently existing right, title and interest in and to all other intellectual property, including without limitation any copyrights, trade secrets, confidential information, inventions, improvements, technology and contracts relating to the use or license of technology, know-how or processes related to the Product and all applications or registrations for them.

4. Assumption of the Debt. Assignee hereby assumes and agrees to pay, perform and discharge all of the Debt in accordance with its terms, and shall defend, indemnify and hold Assignor harmless with respect thereto.

5. Actions to Effect Transactions. Assignor and Assignee each shall execute any and all instruments and documents and take any and all such actions as the other may reasonably request in order to properly effect and document the transactions contemplated by this Agreement.

6. Governing Law. This Agreement shall be governed by the laws of the State of Georgia, excluding the laws of that state that would render such choice of laws ineffective.

7. Expenses. All costs and expenses (including attorneys' fees) incurred in connection with this Agreement shall be paid by the party incurring them.

8. Amendment. This Agreement may not be amended, altered or modified except by instrument in writing signed by the parties hereto.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and it will not be necessary in making proof of this Agreement or its terms to account for more than one of such counterparts.

[Signatures on following page]

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Agreement to be executed as of the day and year first above written.

ASSIGNOR:

Wilkie J. Stadeker, DDS
Wilkie J. Stadeker, DDS

ASSIGNEE:

ONESTEP PROPHY ANGLE LLC

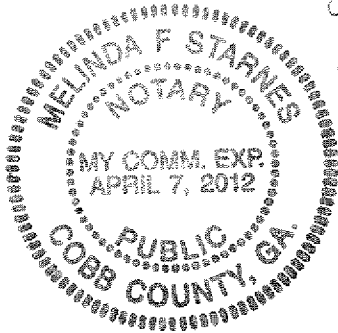
By: *Wilkie J. Stadeker, DDS, Manager*
Wilkie J. Stadeker, DDS, Manager

INDIVIDUAL ACKNOWLEDGMENT

STATE OF *Georgia*)
) SS:
COUNTY OF *Cobb*)

BEFORE ME, a Notary Public in and for said State and County, personally appeared the above-named Wilkie J. Stadeker, DDS, known to me to be the person described in and who signed the foregoing Assignment and Assumption Agreement, and acknowledged that he did sign the foregoing Assignment and Assumption Agreement for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at *Maritza*, *Georgia*, this *27* day of *October*, 2008.



Melinda F. Starnes
Notary Public

Notary Public

[Notarial Seal]

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

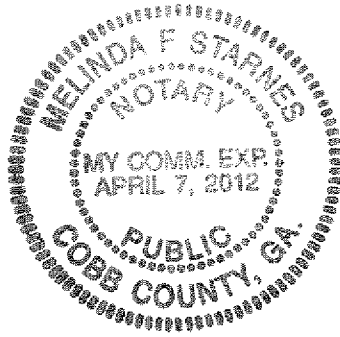
STATE OF Georgia)
) SS:
COUNTY OF COB)

BEFORE ME, a Notary Public in and for said State and County, personally appeared the above-named OneStep Prophy Angle LLC, a Georgia limited liability company, by Wilkie J. Stader, DDS, its manager, who acknowledged that he did sign the foregoing Assignment and Assumption Agreement for and on behalf of said limited liability company, and that the same is the free act and deed of said limited liability company and the free act and deed of him personally as such manager.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Marietta, Georgia, this 27 day of October, 2008.

Melinda F. Starnes
Notary Public

[Notarial Seal]



SCHEDULE A

Patents and Applications

Short Title/Subject	Country	Filed/ Issued	Application Number/ Patent Number	Status
Self-Contained Dental Prophylaxis Angle with Offset Rotational Axis	United States of America	08/02/2004 07/04/2006	10/909,816 7,070,412	Issued
Self-Contained Dental Prophylaxis Angle with Offset Rotational Axis	Patent Cooperation Treaty	08/02/2005	PCTUS0527524	Natl Phase
Self-Contained Dental Prophylaxis Angle with Offset Rotational Axis	United States of America	05/31/2006	11/421,081	Published
Compressible Content Sac for Dental Prophylaxis Angle with Offset Rotational Axis	United States of America	01/09/2007	11/621,398	Published
Self-Contained Dental Prophylaxis Angle with Offset Rotational Axis	Canada	01/24/2007	2,575,142	Pending
Dentifrice Advancement Device and Methods Therefor	United States of America	03/21/2008	61/038,625	Pending

Marks

Trademark	Class	Case Number/ Subcase	Country Name	Application Number	Application Date	Publication Date	Status
Prophy Angle Design	10 Int.	0000020387	United States of America	77/012,464	10/03/2006	07/10/07	Published
The One Step Prophy Angle	10 Int.	0000020370	United States of America	77/010,659	09/29/2006	12/11/07	Published