

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-------------------------------------|----------------------------|-----------------------|-----------------------------------------|
| 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! |
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|----------------------|---------|-------------------------------------|
| 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 |

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|----------------------|---------|---------------------------------------------------|
| | 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 |

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|----------------------|----------|-------------------------------------------|
| | 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

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|-------------------------|----------------------|
| 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

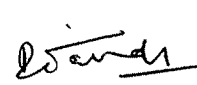
DR. FRESH MERGE CORP.

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.


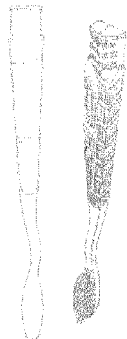

FIFTH THIRD BANK, as Agent




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 |  | TOOTHBRUSH | USA | 9/12/2008 | 29/309,620 | Pending |
| Firefly Bottle Design |  | FIREFLY BOTTLE | USA | 9/12/2008 | 7/26/2011 D642,063 | Issued |
| Interdental Brush with Cover Design |  | INTERDENTAL DEVICE | USA | 9/2/2009 | 3/15/2011 D634,475 | Issued |
| Dr Fresh Floss Design |  | 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 |



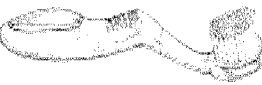
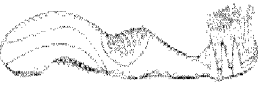

| Internal Name | Drawings | Title | Country | Filing Date/ | Issue Date Patent No./ Serial No. | Status |
|---------------------|--------------------------------------------------------------------------------------------|--------------------------------------------------------|---------|--------------|-----------------------------------------|---------|
| 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 |





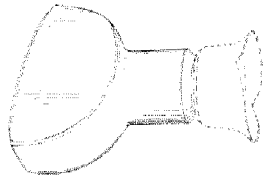
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| Dr Fresh Travel Kit and Pre-pasted Brush Design |  | TOOTHBRUSH | USA | 6/4/2009 | 7/5/2011 D640,872 | Issued |
| Dr Fresh Travel Kit and Pre-pasted Brush Design |  | TOOTHBRUSH | China | 8/21/2009 | 9/29/2010 ZL200930207300.7 | Issued |
| AIM Cool Window Floss Design |  | FLOSS CONTAINER | USA | 10/15/2010 | 7/12/2011 D641523 | Issued |

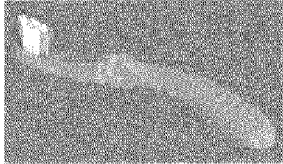
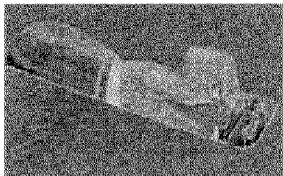
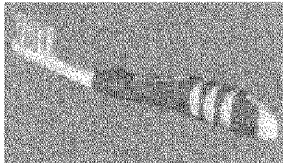
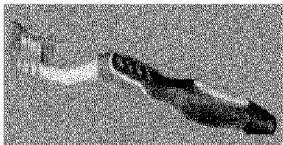
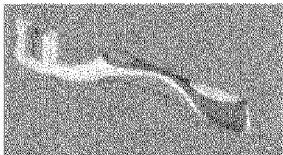
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|-----------------|-------------------------------------------------------------------------------------|------------|---------|--------------|-----------------------------------------|---------|
| Close Up Design |  | TOOTHBRUSH | USA | 1/21/2011 | 29/383,814 | Pending |
| TEK Design |  | TOOTHBRUSH | USA | 1/21/2011 | 29/383,823 | Pending |


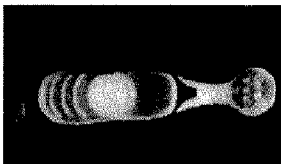
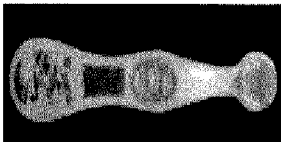
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| Tongue Cleaner Design |  | TOOTHBRUSH WITH A SCRAPER | USA | 1/21/2011 | 5/31/2011 D638,628 | Issued |
| TEK Design 2 |  | TOOTHBRUSH | USA | 1/24/2011 | 6/7/2011 D639,069 | Issued |
| Dental Kit Design |  | CONTAINER | USA | 1/24/2011 | 29/383,890 | Pending |

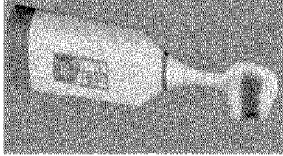
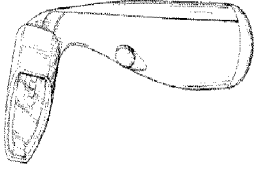

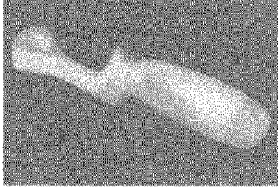
| Internal Name | Drawings | Title | Country | Filing Date/ | Issue Date Patent No./ Serial No. | Status |
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| New Firefly Suction Design |  | TOOTHBRUSH (Fire Fly Suction Cup) | USA | 6/13/2011 | 1/24/2012 D652627 | Issued |
| New Firefly Suction Design |  | 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 |


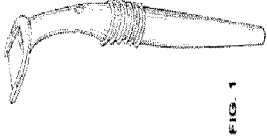
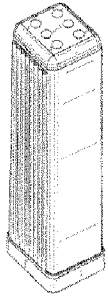
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| Tongue Scrapper Design |  | TONGUE SCRAPPER | USA | 6/29/2011 | 1/24/2012 D652925 | Issued |
| Tongue Scrapper Design |  | TONGUE SCRAPPER | China | 8/12/2011 | 201130279587.1 | Pending |
| Rexall Design |  | TOOTHBRUSH | USA | 7/1/2011 | 29/396,622 | 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 |

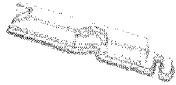
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|---------------------------------------|-------------------------------------------------------------------------------------|---------------------|---------|--------------|-----------------------------------------|---------|
| Batman Turbo Design |  | 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 |


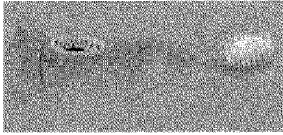

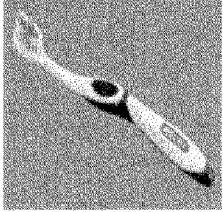
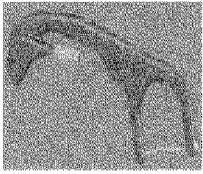
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| TEK with Holes TEEN/ SPORT Design |  | TOOTHBRUSH | China | 7/30/2010 | 3/30/2011 ZL201030274145.3 | Issued |
| Close Up Packaging Design |  | THE PACKAGING FOR TOOTHBRUSH | China | 8/26/2010 | 3/30/2011 ZL201030508463 | Issued |
| Close Up Brush 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 |

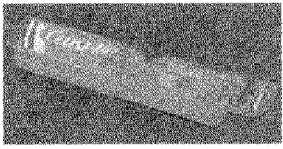



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|-----------------------------------------------|-------------------------------------------------------------------------------------|---------------------------------------|---------|--------------|-----------------------------------------|--------|
| 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 |


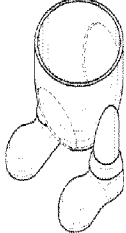

| Internal Name | Drawings | Title | Country | Filing Date/ | Issue Date Patent No./ Serial No. | Status |
|---------------------------------|-------------------------------------------------------------------------------------|------------------|---------|--------------|-----------------------------------------|---------|
| 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 |

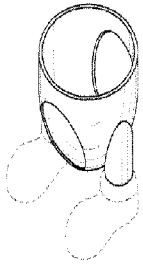

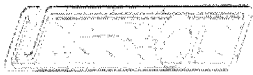
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| Close Up Packaging Design |  | TOOTHBRUSH PACKAGING | USA | 12/10/2009 | 7/26/2011 D642,047 | Issued |
| Original Firefly | Utility No Picture | ILLUMINATED FLASHING TOOTHBRUSH AND METHOD OF USE | Canada | | 2455748 | Issued; |
| Original Firefly | 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 |


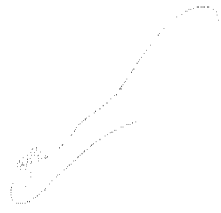


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| Floating Firefly Design |  | TOOTHBRUSH (self-standing) | USA | 02/19/2007 | 3/17/2009 D588362 | Issued |
| Floating Firefly Design |  | TOOTHBRUSH (self-standing) | USA | 2/19/2007 | 3/17/2009 D588363 | Issued |
| Floating Firefly Design |  | TOOTHBRUSH WITH BASE | USA | 02/19/2007 | 3/17/2009 D588364 | Issued |


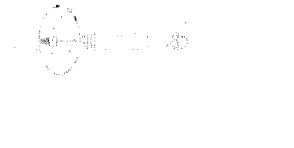
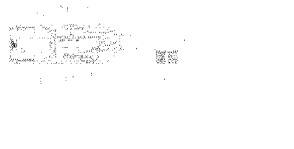
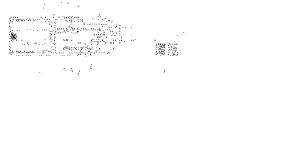
| Internal Name | Drawings | Title | Country | Filing Date/ | Issue Date Patent No./ Serial No. | Status |
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| Floating Firefly Design |  | TOOTHBRUSH WITH BASE | USA | 04/12/2007 | 3/31/2009 D589261 | Issued |
| Floating Firefly Stand Design |  | TOOTHBRUSH 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 |


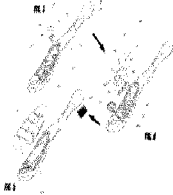


| Internal Name | Drawings | Title | Country | Filing Date/ | Issue Date Patent No./ Serial No. | Status |
|--------------------------------------|-------------------------------------------------------------------------------------|-----------------------|---------|--------------|-----------------------------------------|--------|
| 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 |




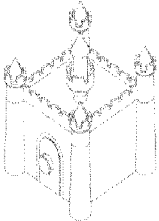
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| Princess Castle Design |  | CASTLE HUMIDIFIER (DESIGN-DISNEY PRINCESS CASTLE HUMIDIFIER) | USA | 04/10/2008 | 12/6/2008 D583036 | Issued |
| Princess Castle Design 2 |  | CASTLE HUMIDIFIER | USA | 12/4/2008 | 7/13/2010 D619691 | Issued |
| Pooh Humidifier 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 |
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| 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 |
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| 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
4/18/2012
8:30:39 PM

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 |
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| 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. |

| Word Mark | Country | Reg. Number/ File No. | Status | Proprietor |
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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 | blinkybrush.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 | ptfloss.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

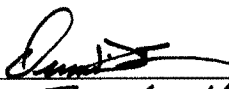
FRESH INTERMEDIATE CORP.

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

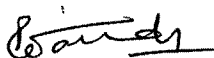
DR. FRESH MERGE CORP.

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