

7-15-98 MRD

RECORDED

07-27-1998

EET

OMB No. 0651-0011 (e.p. 4/94)

U.S. Patent & TMO/TM Mail Rcpt. Dt.



07-15-1998

Tab settings

To the Honor, Commissioner of Patents

100777292

original documents or copy thereof.

1. Name of conveying party(ies):

Laser Skin Toner, Inc. 1028 S Kirkwood Road St. Louis, Missouri 63122

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Missouri, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: July 2, 1998

2. Name and address of receiving party(ies)

Name: BioLase Technology, Inc.

Internal Address:

Street Address: 981 Calle Amanecer

City: San Clemente State: CA ZIP: 92673

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/249,036

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Michael M. Rawles

Internal Address: Foley & Lardner

35th Floor

Street Address: 2029 Century Park East

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(Attach duplicate copy of this page if paying by deposit account)

07/24/1998 5381TH 00000167 200052 75249036

DO NOT USE THIS SPACE

FC:481 40.00 CH

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christine E. Wilson Name of Person Signing

Signature

7/15/98

Date

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

REEL: 1759 FRAME: 0324

ASSIGNMENT OF UNITED STATES SERVICE MARK

WHEREAS, Laser Skin Toner, Inc., a Missouri corporation, having a place of business at 1028 South Kirkwood Road, St. Louis, Missouri 63122 (hereinafter referred to as "ASSIGNOR"), has intended to use the mark "LASER SKIN TONER" (hereinafter referred to as the "Service Mark") in commerce, and has filed an application now assigned Serial No. 75/249,036 indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Service Mark Act. Applicant is assigning the Service Mark in the above identified application as part of the entire business or portion thereof to which the Service Mark pertains as required by § 15 U.S.C. 1060;


WHEREAS, BioLase Technology, Inc., a Delaware corporation, having a place of business located at 981 Calle Amanecer, San Clemente, CA 92673 (hereinafter referred to as "ASSIGNEE"), desires to acquire all right, title and interest in and to the Service Mark, together with the goodwill of the business symbolized by the Service Mark and the entire business or portion thereof to which the mark pertains and the pending application therefor set forth above, and

WHEREAS, it is desired that the assignment of the Service Mark listed above be made a matter of record in the United States Patent and Service Mark Office,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intended to be legally bound hereby, ASSIGNOR hereby sells, assigns, transfers and conveys unto ASSIGNEE all of its right, title and interest in and to the aforesaid Service Mark, including any choses in action relating to said Service Mark, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Service Mark rights accruing on or before the date of execution of this Assignment, together with the goodwill of the business symbolized by the Service Mark, and including the application thereof as set forth above, and

FURTHER, ASSIGNOR hereby covenants, agrees and undertakes to execute, whenever requested by ASSIGNEE all applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE for maintaining for ASSIGNEE the Service Mark hereby assigned, all without further compensation to ASSIGNOR.

LASER SKIN TONER, INC.

By: 

STATE OF CALIFORNIA

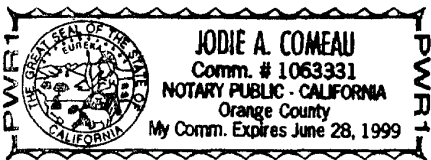
: SS

COUNTY OF

BEFORE ME, the undersigned Notary Public, on this 2ND day of JULY, 1998, personally appeared Terry A. Fuller, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the foregoing instrument as President on behalf of Laser Skin Toner, Inc., the corporation therein named, and acknowledged to me that the instrument was the free deed and act of said corporation for the purposes therein set forth and intending that this instrument be recorded.

[SEAL]


NOTARY PUBLIC



CSGAGMT66781

-2-

RECORDED: 07/15/1998

TRADEMARK
REEL: 1759 FRAME: 0326