

11-05-1998

10-26-98



100871046

To the Honorable Commissioner

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Laser Skin Toner, Inc.

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

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

3. Nature of Conveyance:

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

Execution Date: October 20, 1998

2. Name and address of receiving party(ies):

BioLase Technology, Inc.  
981 Calle Amanecer  
San Clemente, CA 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  
(Designation must be a separate document from Assignment)

Additional name(s) & addresses attached?  Yes  No

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

A. Trademark Application No.(s):

75/249,036

B. Trademark No.(s):

Additional numbers attached  Yes  No

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

Gregory J. Lavorgna, Esq.  
Seidel, Gonda, Lavorgna & Monaco, P.C.  
1800 Two Penn Center Plaza  
Philadelphia, PA 19102

Attorney Docket No. 9316-3

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: 19-1135

(a duplicate copy of this page is attached)

DO NOT USE THIS SPACE

9. 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.

GREGORY J. LAVORGNA

Name of Person Signing

Signature

October 21, 1998

Date

Total number of pages including cover sheet, attachments, and document: 3

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

11/04/1998 BNGUYEN 00000272 191135 75249036

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Commissioner of Patents and Trademarks

Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 1808 FRAME: 0471

**ASSIGNMENT OF UNITED STATES SERVICE MARK**

WHEREAS, Laser Skin Toner, Inc., a Missouri corporation, having a place of business at 709 The Hamptons Lane, Town & Country, Missouri 63017-5901 (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 of 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 intending 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.

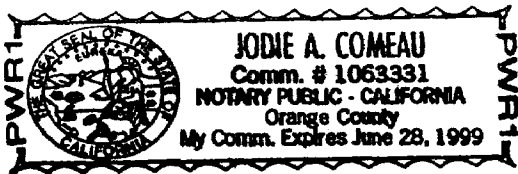
LASER SKIN TONER, INC.

By: Terry A. Fuller  
Terry A. Fuller  
President

COMMONWEALTH OF PENNSYLVANIA :  
:SS  
COUNTY OF :

BEFORE ME, the undersigned Notary Public, on this 20 day of October, 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]



Jodie A. Comeau  
NOTARY PUBLIC

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