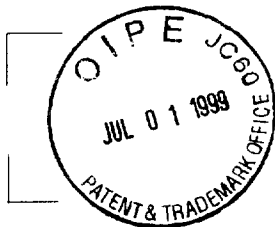


07/06/99  
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RECORDATION FORM CO

101083176

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year  
\_\_\_\_\_

Merger

Change of Name

Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

07/02/1999 MTHA11 00000127 75504450  
01 FC:481 (40.00 OP)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 001923 FRAME: 0029

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/584450"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Section 1(a)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account  for deficiency only

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Christopher Donahue  
Name of Person Signing

  
Signature

July 1, 1999  
Date Signed

Attorney Docket No: PROTEC 2X

## **TRADEMARK ASSIGNMENT AND LICENSE BACK**

**THIS TRADEMARK ASSIGNMENT AND LICENSE BACK ("Assignment")** is made between **IVOCLAR NORTH AMERICA, INC.**, a corporation organized and existing under the laws of the State of Delaware with its principal offices at 175 Pineview Drive, Amherst, New York 14228 ("Assignor"), and **PROTECH PROFESSIONAL PRODUCTS, INC.**, a company organized and existing under the laws of the State of Florida with its principal place of business at 6421 Congress Avenue, Suite 102, Boca Raton, FL 33487 ("Assignee").

**WHEREAS**, Assignor is the owner of a certain pending Intent-to-Use U.S. Trademark Application Serial No. 75/584450 filed on November 6, 1998 (copy attached), for the trademark **PROTEC CEM** in International Class 5 for use in connection with "Resin modified ionomer cement";

**WHEREAS**, Assignee is the owner of certain trademarks registered in the United States which incorporate the term "**PROTECH**"; and

**WHEREAS**, Assignee desires to add the trademark **PROTEC CEM** to those owned by it and Assignor desires to obtain an exclusive, perpetual, royalty free license to use the trademark **PROTEC CEM**;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. **Assignment**. Assignor having a bona fide intent to adopt, use, continue to use and being the owner of said U.S. Trademark Application 75/584450 now pending in the United States Patent and Trademark Office for the mark **PROTEC CEM** and all common law rights related thereto and all goodwill of the business now or hereafter appurtenant to, associated with or symbolized or related thereto (collectively, the "**Trademark**"), does hereby grant, sell, convey, transfer, assign and deliver to Assignee and its successors, assigns and legal

representatives, the entire right, title and interest in the United States, free and clear of all liens and encumbrances of any kind, in and to the Trademark and registration thereof, including, without limitation, the right to claim priority, to make renewal applications thereof and to sue for any infringement, including, without limitation, any infringement occurring prior to the date hereof.

2. Appointment. As to any matter relating to this Assignment, Assignor hereby names Assignee as its agent and attorney-in-fact to receive, collect, enforce and sue, in the name of Assignee, as the legal attorney of and for Assignor, or in Assignor's name with the permission of Assignor.

3. Consent to Filing. As to any matter relating to this Agreement, Assignor hereby consents that a copy of this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like similar document which may be required in any country or territory for any purpose.

4. Cooperation. Assignor hereby further covenants that it shall, at any time and from time to time, at the reasonable request and expense of Assignee: (a) promptly provide Assignee with any and all pertinent facts and documents relating to the Trademark as may be in Assignor's possession or control; (b) testify as to the same in any opposition, cancellation, litigation or other proceeding related thereto; and (c) promptly execute and deliver to Assignee and its legal representatives, any and all papers, instruments or affidavits which, in the reasonable opinion of counsel for Assignee may be necessary to vest in Assignee, all of the Assignor's right, title and interest in or to the Trademark or registrations or renewals thereof, or any rights or benefits appertaining thereto or to enable Assignee to realize upon or otherwise enjoy the Trademark or any rights or benefits appertaining thereto,

or to apply for, obtain, maintain, issue and enforce any application or registration thereof which may be necessary or desirable to carry out the purposes hereof.

5. **License.** Assignee hereby grants to Assignor, in exchange for the sum of Thirty thousand dollars (\$30,000.00) plus reasonable attorney's fees for the revision and recordation of this Assignment to be paid by Assignor to Assignee upon execution of this Agreement, an exclusive, royalty-free right and license to use the Trademark in the United States, in any form and in connection with the manufacture, marketing, advertising, sale, use and distribution of goods relating to a hybrid glass ionomer cement for conventional cementation, all to the exclusion of Assignee (the "License"), subject to the following terms and conditions:

- (a) Assignor shall submit a sample of the PROTEC CEM goods to the Assignee substantially concurrently to the execution of this Agreement and shall send a representative sample of said goods at yearly intervals to Assignee, for quality control purposes;
- (b) All goods in relation to which PROTEC CEM is used shall maintain a quality at least as high as the quality of the goods at the time of execution of this Agreement;
- (c) Assignor shall notify Assignee promptly of any complaints regarding the goods and shall take diligent action to remedy any quality control deviations or other technical problems associated with the use of the goods; and
- (d) Assignor will indemnify and hold Assignee harmless against all actions, suits, claims, demands or prosecutions that may be brought or instituted against Assignee based on or arising out of this Agreement, including, without limitation, actions relating to product defects and unfair competition.

6. Term of License. The License shall be effective from the date of this Agreement and shall continue in full force and effect for so long as the Trademark is in use and has not otherwise been abandoned. The Assignee agrees to be responsible for the continued prosecution of the trademark application, for a subsequent submission of a Declaration of Use under Section 8 of the Lanham Act, and for renewals, and the Assignor agrees to the payment of government fees and reasonable attorney fees for these services. In the event the Assignee, its representatives, assigns or heirs abandon any and all rights in the Trademark, Assignor, upon its continued use of the Trademark, shall be entitled to claim ownership rights in and to the Trademark.

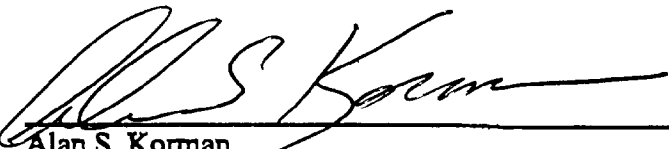
7. Amendment. This Assignment shall not be amended except by a written agreement signed by the party to be charged.

8. Law. This Assignment shall be construed in accordance with and governed by the laws of the State of New York without giving effect to principles of conflicts of laws.

9. Parties Bound. This Assignment shall be binding upon and inure to the benefit of Assignee and its respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment and License Back to be duly executed by its duly authorized officer on the 19 day of ~~January~~ February, 1999.

IVOCLAR NORTH AMERICA, INC.

By:   
Alan S. Korman  
Vice President and General Counsel

New York )  
County of Erie )

) SS:  
)

LAURIE M. FAULHABER  
Notary Public in and for the State of New York  
County of Erie  
My Commission Expires Mar. 23, 1999  
*Laurie M. Faulhaber*

*Sworn to before me  
this 19<sup>th</sup> day of  
February 1999.*

On this 19<sup>th</sup> day of ~~January~~ <sup>February</sup>, 1999, before me personally came Alan S. Korman to me known, who, being by me duly sworn, did depose and state that he is the Vice President and General Counsel of Ivoclar North American, Inc., the corporation named in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is said corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Laurel M. Fairhaber  
Notary Public  
LAUREL M. FAIRHABER  
No. \_\_\_\_\_  
M. Commission Expires on 23, 19 99

**PROTECH PROFESSIONAL PRODUCTS, INC.**

By: \_\_\_\_\_  
Barry Bloch  
Vice-President

State of Florida        )  
                                  ) SS:  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of January, 1999, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and state that he is the Vice-President of **PROTECH PROFESSIONAL PRODUCTS, INC.**, the corporation named in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is said corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by order of the Board of Directors of said Corporation.

\_\_\_\_\_  
Notary Public

I:\M(dmd)\AK\JOB\PROTEC\2\TM ASSIGN & LICENSE BACK.wpd

On this \_\_\_\_\_ day of January, 1999, before me personally came Alan S. Korman to me known, who, being by me duly sworn, did depose and state that he is the Vice President and General Counsel of Ivoclar North American, Inc., the corporation named in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is said corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by order of the Board of Directors of said Corporation.

\_\_\_\_\_  
Notary Public

**PROTECH PROFESSIONAL PRODUCTS, INC.**

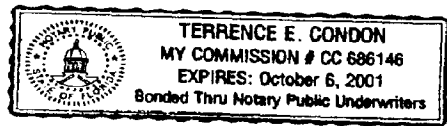
By: Barry Bloch  
Barry Bloch  
Vice- President

State of Florida )  
                          ) SS:  
County of PALM BEACH

On this 2<sup>ND</sup> day of FEB, 1999, before me personally came Barry Bloch to me known, who, being by me duly sworn, did depose and state that he is the Vice-President of **PROTECH PROFESSIONAL PRODUCTS, INC.**, the corporation named in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is said corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by order of the Board of Directors of said Corporation.

Terrence E. Condon  
Notary Public

IWM(dmd):\K:\JOB\PROTEC\2X\TM ASSIGN & LICENSE BACK.wpd





**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**APPLICATION FOR TRADEMARK REGISTRATION  
PRINCIPAL REGISTER**

Mark:           PROTEC CEM  
Class No.:      05

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS:

**IVOCLAR NORTH AMERICA, INC.**  
a Delaware Corporation  
175 Pineview Drive  
Amherst, New York 14228

The above-identified applicant has adopted and is using the trademark shown in the accompanying drawing in commerce on:

Resin modified ionomer cement.

Applicant requests that said mark be registered in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946.

The mark was first used in connection with the goods on September 15, 1998; was first used in interstate commerce on September 15, 1998 and is now used in such commerce.

Three specimens showing the mark as actually used are presented herewith.

**POWER OF ATTORNEY**

Applicant corporation hereby appoints Kellie M. Ulrich, Esq., Damon & Morey LLP, 1000 Cathedral Place, 298 Main Street, Buffalo, New York, a member of the bar of the State of New York, to prosecute this application to register, to transact all business in the Patent and Trademark Office in connection therewith, and to receive the Certificate of Registration.

**DRAWING PAGE**

Ivoclar North America, Inc.  
175 Pineview Drive  
Amherst, New York 14228

Goods: Resin modified ionomer cement.

Date of First Use: September 15, 1998

Date of First Use in Commerce: September 15, 1998

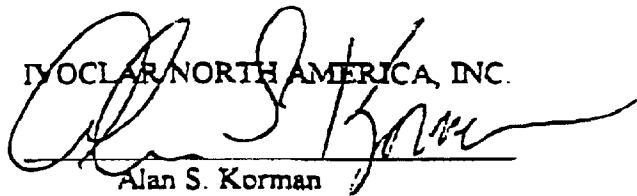
**PROTEC CEM**

## DECLARATION

The undersigned Alan S. Korman declares: that he is Vice President and General Counsel of applicant corporation and is authorized to make this declaration on behalf of said corporation; that he believes said corporation to be the owner of the trademark sought to be registered; that to the best of his knowledge and belief no other person, firm, corporation or association has the right to use said mark in commerce, either in identical form or in such near resemblance thereto as may be likely, when applied to the goods or services of such other person, to cause confusion, or to cause mistake, or to deceive; that all statements made herein of our own information and belief are believed to be true; and further, that the statements were made with the knowledge that willful false statements and the like are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of this application and any registration resulting from it...

Dated: October 26, 1998

IYOCLAR NORTH AMERICA, INC.



Alan S. Korman  
Vice President and General Counsel