HARRIN SAMAR HINDI HINDI SIMIR HINDI SAMAR HARRI HIRI KARI

FORM PTO-1618A Expires 06/30/99 OMB 0651-0027

03-16-2001

U.S. Patent & TMOfc/TM Mail Ropt. Dt. #40

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Resubmission (Non-Recordation) Document ID # Correction of PTO Error Reel # Frame # Change of Name Corrective Document Reel # Frame # Other Conveying Party Mark if additional names of conveying parties attached Nonth Day Ye Other Individual General Partnership Limited Partnership State (June 1) DBA/AKA/TA Composed of Address (Jine 1) Address (Jine 2) Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is assignment and the receiving party if document to be recorded is an assignment and the receiving party is assignment and th	Submission Type	s: Please record the attached original document(s) or copy(les). Conveyance Type
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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

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RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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Correspond	lent Name and Address Area Code and Telephone Number						
Name	Gary A. Brunetti						
Address (line 1)	Arent Fox Kintner Plotkin & Kahn, PLLC						
Address (line 2)	1050 Connecticut Avenue, NW						
(1030 Connecticut Avenue, Nw						
Address (line 3)	Washington, DC 20036-5339						
Address (line 4)							
Pages	Enter the total number of pages of the attached conveyance document including any attachments.						
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	1709682 1706489 1701376						
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	f Payment: Enclosed X Deposit Account						
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 $oxed{X}$						

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

Brya. Bruntle

Signature

Statement and Signature

Gary A. Brunetti

indicated herein.

Name of Person Signing

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03-16-2001

Date Signed

ASSET PURCHASE AGREEMENT, dated as of March 1996, by and between CONFI-DENTAL PRODUCTS CO., an Illinois corporation (the "Seller"), and NOVOCOL, INC., a Delaware corporation (the "Purchaser").

WHEREAS, the Seller is engaged in the business of manufacturing and distributing label dental products (such manufacturing, distributing and related sales, marketing and other related operations are referred to herein as the "Business"); and

WHEREAS, the Seller desires to sell, and the Purchaser desires to purchase, substantially all assets related to the Business upon and subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and of the mutual representations, warranties, covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE I

SALE AND PURCHASE

SECTION 1.1 Assets Sold and Purchased.

- (a) Subject only to Sections 1.1(b) and 1.6, the Seller does hereby sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser does hereby purchase from the Seller as a going concern, all of the Seller's right, title and interest to all of the Sellers's assets (collectively, the "Assets"), real and personal, tangible and intangible, and whether owned, leased, licensed or otherwise held by Seller, wherever located, including, without limitation, the following:
 - (i) all machinery (including vehicles), equipment, tools and parts relating thereto ("Equipment");

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- (ii) all office equipment, including furniture and furnishings;
- (iii) all other personal property;
- (iv) subject to Section 1.6, the Seller's rights under all leases, agreements, arrangements or understandings, whether or not in writing and whether or not the obligations thereunder are being assumed by the Purchaser under Section 1.2(a)(i) (such leases, agreements, arrangements and understandings are referred to herein as the "Assigned Contracts");
- (v) all licenses, concessions, grants, permits, franchises, registrations and other governmental consents, authorizations and approvals ("Permits");
 - (vi) the goodwill of the Business;
- (vii) all of the Seller's inventory, including, without limitation, all finished goods, work in progress, raw materials, stores and all production, shipping and packaging supplies listed on such schedule (the "Inventory");
 - (viii) all prepaid expenses and deposits made by the Seller;
- applications, trade names (including the name "Confi-Dental") and the name "Confi-Dental Products Co.", trademarks, copyrights, unpatented inventions, servicemarks, trademark and servicemark registrations and applications (including, without limitation, the patents, licenses and trademarks listed in Schedule 1.1(a)(ix)), trade secrets, knowhow, manufacturing, technical information, product specifications and similar data (collectively, the "Intellectual Property");
- (x) all lists of, and all written or electronic records and other data regarding, customers, suppliers, inventory, research and development, inventory

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the Seller and the Purchaser as of the date first above written.

Purchaser:

NOVOCOL, INC.

Name:

Title:

Seller:

CONFI-DENTAL PRODUCTS CO.

Ву:_____

Name:

Title:

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IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the Seller and the Purchaser as of the date first above written.

Purchaser:

NOVOCOL, INC.

DI-----

Name: Title:

Seller:

CONFI-DENTAL PRODUCTS CO.

Name: HERMAN

B. MITCHELL

Title: PRESIDENT

Schedule 1.1(a)(ix) Intellectual Property, Patents, Licenses, Trademarks

- 1. Non-exclusive Patent License Agreement with Dr. James A. Nicholson to manufacture, use and sell adhesives for orthodontic brackets, as well as instructions for method of bonding orthodontic brackets to teeth.
- 2. License agreement with British Technology Group. Ltd. for use of patents in Glass Ionomer Dental materials.
- 3. Agency agreements with Boston Dental Scientific, Comate Ltd., Piro Trading International, Dentica, and Unident Moscow.
- 4. Patents held by the company include Patent Nos. 359,560 and 328,643 for dental syringes.
- 5. See attached for listing of C-Dent Trademark Registrations.



C-DENT TRADEMARK REGISTRATION

BRAND NAME	SERIAL #	INT. CLASS	FILING DATE	PUB.	REGIST. #
	JERIAL #	CLASS	DAIS	DATE	& DATE
Adherence	74/182640	5	07/05/91	02/11/92	#1685039 5/5/92
Baritone	74/188711	5	07/26/91	05/12/92	#1704515 8/4/92
C-Dent	74/180995	5	07/01/91	06/2/92	#1709682 8/25/92
Confi-Bond	74/370005	10	3/22/93	9/7/93	#2058863 5/6/97
Crystalline	74/182639	5	07/05/91	03/31/92	#1695747 6/23/92
Dentray	74/188708	10	07/25/91	5/19/92	#1706489 8/11/92
Exacton	74/198208	10	08/26/91	7/14/92	#1721710 10/6/92
Florentine	74/188707	3	07/26/91	3/10/92	#1689773 6/2/92
Granitec	74/188709	5	07/26/91	4/28/92	#1701376 7/21/92
Karisma*	74/182638	3	07/05/91	4/07/92	#1697298 6/30/92
Resilience	74/182642	5	07/05/91	3/31/92	#1695748 6/23/92
Select-Style	74/198207	10	08/26/91	1/5/93	#1784001 7/27/93
Solenzia	74/198209	3	08/26/91	10/6/92	#1742629 12/29/92
Trendset	74/198206	10	08/26/91	12/22/92	#1757928 3/16/93

* Karisma of Confi-Dental. See Kulzer enclosure.

RECORDED: 03/16/2001