

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



03-16-2001

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

03-28-2001



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MRD 3.16.01

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
- Non-Proprietary Assignment
- Merger
- Change of Name
- Other

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 U.S. PATENT & TRADEMARK OFFICE
 EXECUTIVE DATE
 MONTH DAY YEAR

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)

City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

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

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01 FC:401 40.00 OP
02 FC:402 325.00 OP

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**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of ad o mestic representative should be attached (Designation must be a separate document from the Assignment)

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)

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1697298	<input type="text"/>	<input type="text"/>
1695748	<input type="text"/>	<input type="text"/>
1784001	<input type="text"/>	<input type="text"/>
1742629	<input type="text"/>	<input type="text"/>
1757928	<input type="text"/>	<input type="text"/>
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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)

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

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.

Gary A. Brunetti

03-16-2001

Name of Person Signing

Signature

Date Signed

ASSET PURCHASE AGREEMENT, dated as of March 15th, 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 Seller'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");

- (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;
- (ix) all rights in, to and under all domestic and foreign patents, patent 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, know-how, 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.

By: George White

Name:

Title:

Seller:

CONFIDENTIAL PRODUCTS CO.

By: _____

Name:

Title:

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.

By: _____

Name:

Title:

Seller:

CONFIDENTIAL PRODUCTS CO.

By: Herman B. Mitchell

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. DATE	REGIST. # & 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	07/26/91	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.