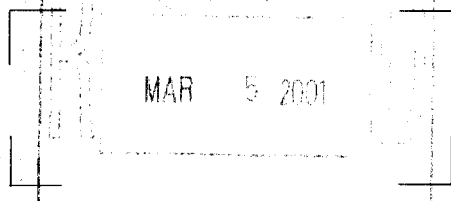


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04-18-2001



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RECORDATION FORM COVER SHEET 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

Merger

Change of Name

Other

Effective 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 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

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. 20503

REEL: 002273 FRAME: 0090

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,964,508"/>	<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"/>	<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

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.

Andrew R. Prusky, Esquire



March 2, 2001

Name of Person Signing

Signature

Date Signed

TRADEMARK/SERVICE MARK ASSIGNMENT

THIS ASSIGNMENT (the "Assignment") is made this 31 day of October, 2000, by Philip B. Klein, an individual ("ASSIGNOR"), to Premier Dental Products Company, a Pennsylvania corporation ("ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used and is using all trademarks and service marks listed on Schedule A attached hereto and made a part hereof (collectively, the "Marks");

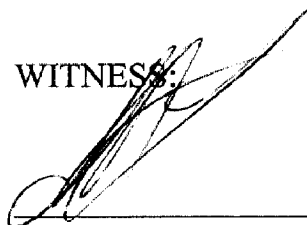

WHEREAS, ASSIGNEE is desirous of acquiring said trademarks and service marks in connection with a transaction involving the purchase of Assignor's Rights (as that term is defined in the Licensed Rights Purchase Agreement dated the date hereof by and between ASSIGNOR and ASSIGNEE (the "Purchase Agreement")) pursuant to the terms and conditions set forth in the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE, its successors, legal representatives and assigns, all of ASSIGNOR'S right, title and interest in and to said Marks, and ASSIGNEE hereby agrees to accept all such right, title and interest with respect to said Marks, together with the goodwill of the business of Assignor symbolized by and associated with said Marks (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), the same to be held and enjoyed by the ASSIGNEE, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, had this sale and assignment not been made.

ASSIGNOR further agrees without further consideration to cause to be performed such other lawful acts and to execute such further assignments and other lawful documents as ASSIGNEE may from time to time reasonably request to effect fully this Assignment and to permit ASSIGNEE to be duly recorded as the registered owner of the Marks in the countries in which such Marks are currently registered and all other rights hereby conveyed.

IN WITNESS WHEREOF, Assignee has executed this Assignment as of the day and year first above written, intending to be legally bound.

WITNESS:


_____

Philip B. Klein, D.M.D.

STATE OF Penna

:


COUNTY OF Montgomery

: S.S.

:

On this 31 day of October, 2000, before me appeared Philip B. Klein, D.M.D., who signed this instrument and acknowledged that he signed it as a free act.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires:

NOTARIAL SEAL
STUART R. LUNDY, Notary Public
Narberth Boro, Montgomery County
My Commission Expires June 15, 2002

Schedule A

Trademark	Registration No.	Registration Date
FLOW-THRU-HEAD	1,964,508	03/26/96