

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVERSHEET TRADEMARK ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>Core Business Systems Limited</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>Henry Schein, Inc.</u> Internal Address: _____ Address: _____ Street Address: <u>135 Duryea Road</u> City: <u>Melville</u> State: <u>NY</u> Zip: <u>11747</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Stock Purchase Agreement</u> Execution Date: <u>January 31, 2000</u>			4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2158696</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning documents should be mailed: Name: <u>Marya Lenn Yee</u> Internal Address: <u>Donovan & Yee LLP</u> Street Address: <u>110 Greene Street</u> <u>Suite 700</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10012</u>			6. Total number of applications and registrations involved: <u>1</u> 7. Total fee (37 CFR 3.41) \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
8. Deposit account number: <u>50 0357</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>			DONOT USE THIS SPACE		
9. Statement and signature. <small>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.</small> <u>Marya Lenn Yee</u> <u>[Signature]</u> <u>11/13/01</u> Name of Person Signing Signature Date <small>Total number of pages including coversheet, attachments, and document: <u>1</u></small> <small>Mail documents to be recorded with required coversheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231</small>					

STOCK PURCHASE AGREEMENT

STOCK PURCHASE AGREEMENT, dated as of January 31, 2000, by and between Patrick Goodfellow and Jane Goodfellow, on the one hand (the "Sellers"), and Henry Schein, Inc., a Delaware corporation (the "Purchaser"), on the other hand.

WHEREAS, the Sellers own 100 shares (the "Shares") of common stock, \$1.00 Cdn. par value per share, of Core Business Systems, Inc., a Nova Scotia corporation (the "Company"), constituting all of the issued and outstanding capital stock of the Company; and

WHEREAS, the Company is engaged in the business of developing, marketing and selling software systems to the dental lab market (such developing, marketing and selling, and other related operations, are referred to as the "Business"); and

WHEREAS, the Sellers desire to sell, and the Purchaser desires to purchase, the Shares, 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 (all dollar amounts in this Agreement are in U.S. dollars, except as otherwise specifically noted):

ARTICLE I

SALE AND PURCHASE

ledge of the Sellers has any such communication, exploitation or use of the Company's

SECTION 2.11 Intellectual Property.

(a) Schedule 2.11, sets forth (i) a complete and correct list of the Company's

2

United States, Canadian and other foreign patents, patent applications, trade names, trademarks, copyrights, unpatented inventions, servicemarks, trademark and servicemark registrations and applications, trade secrets, know-how, manufacturing and technical information, software, product specifications and similar data (collectively, the "Intellectual Property"). The Intellectual Property constitutes all intellectual property which is necessary or used to operate the Business. No Claims are pending or, to the best knowledge of the Sellers, threatened, questioning the validity or effectiveness of any Intellectual Property or asserting that the Company is infringing or otherwise adversely affecting the rights of any Person with regard to any intellectual property of such Person. To the best knowledge of the Sellers, no Person is infringing the rights of the Company with respect to any Intellectual Property. All of the Intellectual Property that is owned by the Company is owned solely by the Company, free and clear of all Liens, and all Intellectual Property that is licensed or otherwise used by the Company is licensed pursuant to valid and existing license agreements and such interests are not subject to any Liens other than the applicable license agreement, if any. The consummation of the transactions contemplated by this Agreement will not result in the loss of any Intellectual Property or rights therein.

(b) The Software is free of defects and is fit for, and will perform in accordance with, the purposes for which they are intended. The Software, and the Company's internal software and systems, are fully Year 2000 compliant, and will operate before, during and after the year 2000 without without error relating to or caused by, date data.

ANNEX 2.12 Environmental Matters

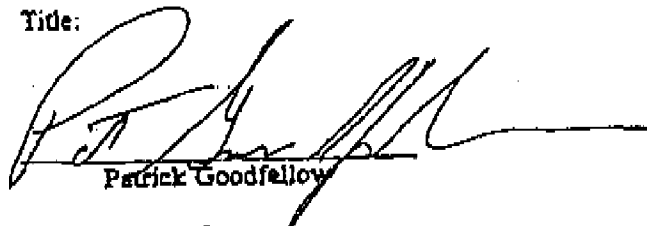
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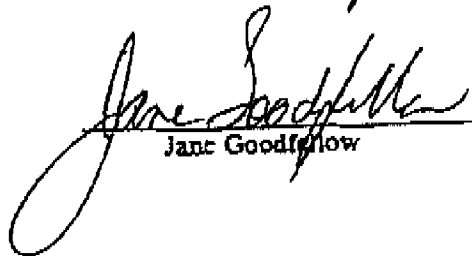
P.07/07

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

Henry Schein, Inc

By: _____
Name:
Title:


Patrick Goodfellow


Jane Goodfellow

31

6

TRADEMARK

REEL: 002371 FRAME: 0823

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

Henry Schein, Inc.

By: 
Name:
Title:

Patrick Goodfellow

Jane Goodfellow

31

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PAGE 24

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PAGE 32

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TRADEMARK
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Schedule 2.11

Un-Registered Trademarks

- 1. Lab Net
- 2. Supply Net
- 3. Doc Net
- 4. Time Net

Registered Trademark

U.S. Registered Trademark #2158696 being the mark "LABNET" with a design.

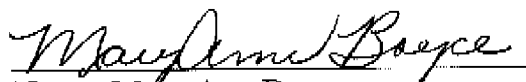
Un-registered Copyright (Software and Instruction Manuals)

- 1. Lab Net
- 2. Supply Net
- 3. Doc Net
- 4. Time Net

4

CERTIFICATE OF TRANSMISSION

I hereby certify that the foregoing Recordation Form Cover Sheet (Trademark Only) and the attached Stock Purchase Agreement (6 pages) is being facsimile transmitted to the Patent and Trademark Office Assignment Branch on November 14, 2001.



Name: Mary Ann Boyce