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10-11-2001

FORM PTO-1594 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
Copyright 1994-97 LegalStar  
TM05/REV03



Docket No.:

101871084

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CORE-VENT CORPORATION

10/01/01

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State Nevada  
☐ Other

Additional names(s) of conveying party(ies) ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date:

2. Name and address of receiving party(ies):

Name: SULZER CALCITEK INC.

Internal Address: 1900 Aston Avenue

Street Address:

City: Carlsbad State: CA ZIP: 92008

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☒ Corporation-State Delaware  
☐ Other

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ No

(Designations must be a separate document from

Additional name(s) & address(es) ☐ Yes ☐ No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)



10-01-2001

U.S. Patent & TMO/TM Fall Rpt Dt. #11

Additional numbers

B. Trademark Registration No.(s)

561,122	685,127	262,907
402,322	760,803	819,842
660,159	065,434	908,000

☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Phil S. Lyren

Internal Address: SULZER MEDICA USA INC.

10/10/2001 6TON11 00000036 090473 561122

01 FC:481 40.00 CH  
02 FC:482 200.00 CH

Street Address: 3 East Greenway Plaza  
Suite 1600

City: Houston State: Tx ZIP: 77046

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 3.41): \$ 180.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number:

09-0473

DO NOT USE THIS SPACE

9. 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.

Philip S. Lyren

Name of Person Signing

Signature

Sept 26, '01

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK  
REEL: 002381 FRAME: 0312

## TRADEMARK ASSIGNMENT (ITU)

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This TRADEMARK ASSIGNMENT is made and entered into this 8<sup>th</sup> day of November, 2000 by and between CORE-VENT CORPORATION, d/b/a Paragon Implant Company, a Nevada corporation, CORE-VENT BIOENGINEERING, INC., a California corporation, CORE-VENT PARAGON BIO, a California corporation, PARAGON ADMINISTRATION, INC., a California corporation, CORE-VENT GmbH, a corporation organized under the laws of the Federal Republic of Germany, and PARAGON DENTAL IMPLANTS LTD., a corporation organized under the laws of Israel (collectively, the "Assignor"), and SULZER CALCITEK, INC., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks and applications for trademark registration set forth on Schedule A hereto (the "Trademarks") and has a *bona fide* intent to use such trademarks in connection with the goods and/or services for which such applications have been filed;

WHEREAS, Assignor, Assignee and certain other parties are parties to that certain Asset Purchase Agreement dated November 1, 2000 (the "Asset Purchase Agreement"), pursuant to which Assignee agreed to purchase the Business (as defined in therein) from Assignor, including that portion of the business of Assignor in connection with which Assignor has a *bona fide* intent to use the Trademarks;

WHEREAS, in connection with the purchase of such portion of Assignor's business, Assignee desires to purchase all of Assignor's right, title and interest in and to the Trademarks, and any goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Agreement is a condition to Closing (as defined in the Asset Purchase Agreement).

NOW THEREFORE, for the consideration stated in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective upon the Closing, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks or shall cause to have assigned to Assignee all right, title and interest in and to the Trademarks, including all rights therein provided by international conventions and treaties, and any goodwill of the business symbolized thereby.

2. Except as expressly provided in the Asset Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Trademarks.

3. Assignor hereby covenants that Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Trademark Assignment.

4. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same Assignment. Delivery of an executed counterpart of a signature page to this Assignment by copier shall be effective as delivery of a manually executed counterpart of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date first written above by its duly authorized officer.

Core-Vent Corporation

By: Gerald A. Niznick  
Name: Gerald A. Niznick  
Title: President

Core-Vent BioEngineering, Inc.

By: Gerald A. Niznick  
Name: Gerald A. Niznick  
Title: President

Core-Vent Paragon Bio

By: Gerald A. Niznick  
Name: Gerald A. Niznick  
Title: President

Paragon Administration, Inc.

By: Gerald A. Niznick  
Name: Gerald A. Niznick  
Title: President

Core-Vent GmbH

By: Gerald A. Niznick  
Name: Gerald A. Niznick  
Title: President

Core-Vent Israel (1997), a Paragon Company, Ltd.

By: Gerald A. Niznick  
Name: Gerald A. Niznick  
Title: President

*TRADEMARKS*  
SCHEDULE A

<u>Mark</u>	<u>Country</u>	<u>Application/ Serial No.</u>	<u>Filing Date</u>	<u>Grant Date</u>	<u>Status</u>
Screw-Vent	Canada	593,402	10/07/88		Registered
Sub-Vent	U.S.	561,122	03/03/87		Registered
Sub-Vent	Canada	<u>593,401</u>	10/07/88		Registered
Core-Vent	U.S.	402,322	05/01/84		Registered
Core-Vent	Canada	<u>594,622</u>	06/30/89		Registered
Micro-Vent	U.S.	660,159	12/12/89		Registered
Micro-Vent	Canada	<u>593,403</u>	10/14/88		Registered
Hex-Thread	U.S.	685,127	02/07/89		Registered
Swede-Vent	U.S.	<u>73/760,803</u>	09/15/92		Registered
Miscellaneous Design	U.S.		06/16/92		Cancelled
Bio-Vent	U.S.	<u>74/065,434</u>	09/03/91		Registered
Hex Lock	U.S.	<u>74/262,907</u>	10/08/92		Cancelled
Octa-Plus	U.S.	75/819,842			Registered
SwissPlus	U.S.	<u>75/908,000</u>			Registered
Miscellaneous Design	U.S.		06/16/92		Cancelled

**CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
SULZER CALCITEK INC.**

Sulzer Calcitek Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"),

DOES HEREBY CERTIFY:

FIRST: That the Sole Director of the Corporation, by written consent, adopt a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of the Corporation:

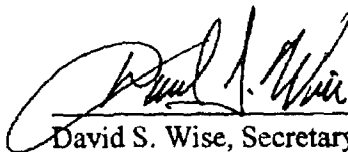
RESOLVED, that the Certificate of Incorporation of Sulzer Calcitek Inc. be amended by changing Article I thereof so that, as amended, said Article I shall be and read as follows:

"The name of the corporation is Sulzer Dental Inc. (hereinafter referred to as the "Corporation")."

SECOND: That the sole shareholder, by written consent, has given consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Sulzer Calcitek Inc. has caused this Certificate to be executed by David S. Wise, its authorized officer, on this 5th day of January, 2001.

  
\_\_\_\_\_  
David S. Wise, Secretary

dr:\Corpdocs\AmendC01.CT1