



ORI

12-06-2001

Docket No.:

A1



12-03-2001

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U.S. Patent & TMO/TM Mail Rcpt Dt. #58

101908856

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

1. Name of conveying party(ies):
Universal Dental Company, Inc.
113 Park Drive
Montgomery, PA 18936

12.3.01

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Pennsylvania**
 Other _____

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

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

Name: **Austenal, Inc.**
Internal Address: _____
Street Address: **4101 W. 51st Street**
City: **Chicago** State: **IL** ZIP: **60635**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Illinois**
 Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **November 19, 2001**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
421857 551818
422608 631863
509123 723914

Additional numbers Yes No

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

Name: **Sana Hakim, Esq.**
Internal Address: **Bell, Boyd & Lloyd LLC**

Street Address: **P.O. Box 1135**

City: **Chicago** State: **IL** ZIP: **60690**

6. Total number of applications and registrations involved:..... 6

7. Total fee (37 CFR 3.41):.....\$ **\$165.00**

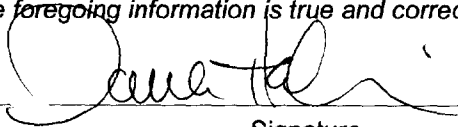
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

12/05/2001 6TON11 00000148 421857 DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 125.00 DP

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.

Sana Hakim, Esq.  **November 20, 2001**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and



TRADEMARK

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Intellectual Property Assignment

This Intellectual Property Assignment ("Assignment") is given as of November 19, 2001 by Universal Dental Company, Inc., Pennsylvania corporation, (the "Assignor"), to Austenal, Inc., an Illinois corporation (the "Assignee").

1. Assignor and Assignee are parties to that certain Asset Purchase Agreement made as of November 19, 2001 (the "Asset Purchase Agreement"), pursuant to which Assignor is selling and transferring to Assignee certain assets and liabilities of Assignor, including certain patents, technology and trademarks. In consideration of the obligations undertaken by Assignee under the Asset Purchase Agreement, the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, for itself and its successors and assigns, does hereby sell, assign, transfer, convey and deliver to the Assignee and Assignee's successors and assigns, for its and their own use forever, the following:

(a) all of Assignor's right, title and interest in and to all patents including without limitation those patents listed on Exhibit A attached hereto and in any and all inventions described or shown therein, and to any applications filed in any country based thereon or on a document claiming common priority, including the right to file applications under the provisions of any convention or treaty; and in and to any letters, patents, confirmations, divisionals, continuations, continuation-in-parts, or substitute applications which may be filed on said inventions; and in and to any patents, certificates, utility models reissues, extensions, additions or confirmations thereof which may be granted upon said inventions (the "Patents");

(b) all of Assignor's right, title and interest in and to all technical information related to the Patents including without limitation, all information (whether or not subject to patent registration or protection) relating to the Patents, such as research and development, methods, trade secrets, know-how, formulas, modifications or improvements, compositions, protocols, processes and techniques, design, discoveries, machines, inventions, ideas, data, statistical information and analyses, documentation produced or compiled by or on behalf of Assignor, computer programs (including software and data used in all such programs, related source and object codes), algorithms, drawings, and specifications (the "Technology"); and

(c) all of Assignor's right, title and interest in and to all foreign and United States registered and unregistered trademarks, service marks, trade name and slogan, and each registration and application or any of the foregoing, including but not limited to those listed on Exhibit B attached hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such mark and registration, and all continuations and extensions thereof, the right to sue for past, present and future infringements or dilutions thereof or for injury

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to the goodwill associated therewith, all rights corresponding thereto throughout the world, and all proceeds of the foregoing (including, without limitations, license, royalties and proceeds of infringement suits) (the "Trademarks").

2. Assignor agrees to execute, at the request of the Assignee, (i) all documents in connection with any application for United States letters patent or foreign letters patent for the Patents or Technology, (ii) any divisional, continuation or substitute application for the invention or improvements, and any oath, declaration or affidavit relating thereto, (iii) any application for the reissue or extension of any letters patent that may be granted upon the application, and (iv) all documents necessary to effectuate the assignments of the Trademarks. Assignor agrees to perform, upon request, any affirmative acts to obtain said letters patent of the United States or foreign letters patent and to vest in the Assignee all rights therein, so that the letters patent will be held and enjoyed by the Assignee, to the full end of the term for which said letters patent may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made.

3. In the event that any application or letters patent that Assignor now assigns becomes involved in interference, Assignor agrees to cooperate with Assignee to prepare and execute the preliminary statement and giving and producing evidence in support thereof.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

Universal Dental Company, Inc.

By: 
Name: A. Montemario
Title: Pres

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COMMONWEALTH OF)
) SS
COUNTY OF Bucks)

I, Lynne D. Trout, a Notary Public in and for the County and Commonwealth aforesaid, do hereby certify that Anthony G. Manteau personally known to me to be the same person whose name is subscribed to the foregoing instrument, and known to me to be the President of Universal Dental Company, Inc. a Pennsylvania corporation, appeared before me this day in person and acknowledged that this instrument was signed on behalf of such corporation by authority of its board of directors, and he acknowledged this instrument to be the free act and deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 19th day of November, 2001.

Lynne D. Trout
NOTARY PUBLIC

My Commission Expires:

(SEAL)

Notarial Seal
Lynne D. Trout, Notary Public
Doylestown Boro, Bucks County
My Commission Expires May 17, 2004
Member, Pennsylvania Association of Notaries

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COMMONWEALTH OF)
) SS
COUNTY OF Bucks)

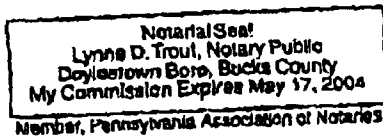
I, Lynne D. Trout, a Notary Public in and for the County and Commonwealth aforesaid, do hereby certify that Anthony G. Montemurro personally known to me to be the same person whose name is subscribed to the foregoing instrument, and known to me to be the President of Universal Dental Company, Inc. a Pennsylvania corporation, appeared before me this day in person and acknowledged that this instrument was signed on behalf of such corporation by authority of its board of directors, and he acknowledged this instrument to be the free act and deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 19th day of November, 2001.

Lynne D. Trout
NOTARY PUBLIC

My Commission Expires:

(SEAL)



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Exhibit A
Patents

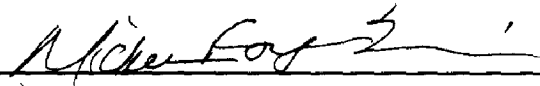
1.

Exhibit "B"

<u>Registration Number</u>	<u>Trademark</u>	<u>Renewal Due</u>
421,857	Universal	6/18/2006
422,608	N.I.C.	7/30/2006
509,123	NuForm (TruForm)	4/26/2009
551,818	Verident	12/04/2001
631,863	Bio-Mechanical	7/31/2006
723,914	Polychrome	11/14/2001

Certificate of First Class Mail

I Michelle Foy Swierczynski hereby certify that the foregoing Recordation of Assignment of Trademark is being deposited with the United States Postal Service as First Class Mail, postage prepaid, in an envelope addressed to Commissioner for Trademarks, BOX ASSIGNMENTS, 2900 Crystal Drive, Arlington, Virginia 22202-3513 on this 28th day of November, 2001.



(Signature)