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Form PTO-1594

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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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):

*COLLAGENEX PHARMACEUTICALS, INC.*

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

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: *MediNiche, Inc.*

Internal Address: *ADD*

Street Address: *Two City Place Dr, Suite 200*  
City: *St. Louis* State: *MO* Zip: *63141*

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: *12/05/2002*

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

A. Trademark Application No. (s) *75955810*

B. Trademark Registration No. (s) *2574333*

Additional number(s) attached  Yes  No

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

Name: *Samuel J. Alioto*

Internal Address:

Street Address: *PMB 300,*

*167 LAMP & LANTERN Village*

City: *Chesterfield* State: *MO* Zip: *63017*

6. Total number of applications and registrations involved:  1

7. Total fee (37 CFR 3.41)..... \$ *40.00*

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

*Samuel J. Alioto*  
Name of Person Signing

*Samuel J. Alioto*  
Signature

*2/6/03*  
Date

Total number of pages including cover sheet, attachments, and document:  6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

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40.00 DP

TRADEMARK  
REEL: 002673 FRAME: 0704

# ASSIGNMENT DEED FOR TRADEMARK

## BETWEEN THE UNDERSIGNED

COLLAGENEX PHARMACEUTICALS, INC., a corporation organized and existing under the laws of Pennsylvania, having a place of business at 41 University Dr., Newtown, PA 18940, USA (hereinafter referred to as "The ASSIGNOR").

## AND

MEDINICHE, INC., with an office and place of business at Two City Place Dr., Suite 200, St. Louis, MO 63141 (hereinafter referred to as "MEDINICHE").

## IT IS DECLARED AND AGREED AS FOLLOWS:

### ARTICLE 1

Pursuant to this Assignment Deed For Trademarks (hereinafter referred to as "this DEED") dated December 5, 2002 (the "Effective Date"), the ASSIGNOR assigns to MEDINICHE or its designee, and MEDINICHE accepts, all of the ASSIGNOR'S right, title and interest in and to the use of the trademark DENTAPLEX (which, as used herein, includes the word DENTAPLEX and variations thereof, whether registered or unregistered), together with the goodwill appurtenant thereto. The ASSIGNOR agrees to execute assignment documents suitable for recordation at the Trademark Offices in order to give effect to this assignment by transferring record title to MEDINICHE or its designee.

### ARTICLE 2

The ASSIGNOR represents and warrants to the best of its knowledge and as of the Effective Date, as follows:

- (a) there are no licenses, pledgings or contributions of property to a partnership relating to the trademark of DENTAPLEX;
- (b) the ASSIGNOR is the sole proprietor of (and holder of all legal and equitable right, title and interest in) the trademark DENTAPLEX and that is validly and effectively conveyed pursuant hereto;
- (c) the ASSIGNOR has not been challenged by any third party by reason of the use of, registration or application for the trademark DENTAPLEX; and
- (d) there are no outstanding rights granted or licensed to any third party under the trademark of DENTAPLEX.



### ARTICLE 3

The consideration for this DEED is One U.S. Dollar (US \$1.00) payable as a lump sum and other good and valuable consideration, the receipt and sufficiency of which ASSIGNOR hereby acknowledges. The transfer of property from the ASSIGNOR to MEDINICHE of the trademark DENTAPLEX takes place as from the date of execution of this DEED by ASSIGNOR.

### ARTICLE 4

MEDINICHE shall proceed to the recordation of this DEED with the Trademark Offices in the relevant countries; and the corresponding expenses shall be borne by MEDINICHE.

### ARTICLE 5

The ASSIGNOR agrees, at MEDINICHE's expense, to:

- (a) provide such records and other evidence as may be reasonably required by MEDINICHE to establish the rights acquired by MEDINICHE under this DEED; and
- (b) sign all papers and documents reasonably necessary or desirable to vest in MEDINICHE all right, title and interest in and to the trademark DENTAPLEX and cooperate in any prosecution to register it.

### ARTICLE 6

The ASSIGNOR shall not use the trademark DENTAPLEX for or in connection with any goods or services of any nature. The ASSIGNOR acknowledges the validity of the rights being assigned to MEDINICHE hereby, and agrees neither to contest them nor to assist any third party in doing so.

### ARTICLE 7

In the event of breach of this Deed, the parties acknowledge that recovery of damages may not be a sufficient legal remedy. The aggrieved party shall be entitled to seek specific performance in addition to any or all other remedies, legal or equitable, to which it may be entitled.

### ARTICLE 8

This Deed is binding on the parties hereto, their subsidiaries and related companies and all those acting in concert or participation with them or under their direction or control, and upon their successors and assigns.



ARTICLE 9

This DEED shall be governed by the laws of the State of DELAWARE, U.S.A., notwithstanding its choice of law rules.

IN WITNESS WHEREOF, the Parties have caused this Deed to be concluded in the United States of America and to be executed by their duly authorized representatives.

MEDINICHE, INC.

By: Samuel J. Alioto  
Name: SAMUEL J. ALIOTO  
Title: PRESIDENT & CEO  
Date: 12/5/02

COLLAGENEX PHARMACEUTICALS, INC.

By: Frank Russo  
Name: FRANK RUSSO  
Title: SR DIR. FINANCE  
Date: 12/12/02

**Thank you for your request. Here are the latest results from the TARR web server.**

**This page was generated by the TARR system on 2003-02-05 15:50:20 ET**

**Serial Number:** 75955810

**Registration Number:** 2574333

**Mark (words only):** DENTAPLEX

**Current Status:** Registered.

**Date of Status:** 2002-05-28

**Filing Date:** 2000-03-10

**Registration Date:** 2002-05-28

**Law Office Assigned:** TMO Law Office 115

**If you are the applicant or applicant's attorney and have questions about this file, please contact the Trademark Assistance Center at [TrademarkAssistanceCenter@uspto.gov](mailto:TrademarkAssistanceCenter@uspto.gov)**

**Current Location:** 900 -Warehouse (Newington)

**Date In Location:** 2002-06-10

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**CURRENT APPLICANT(S)/OWNER(S)**

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1. CollaGenex Pharmaceuticals, Inc.

**Address:**

CollaGenex Pharmaceuticals, Inc.  
41 University Drive, Suite 200  
Newtown, PA 18940  
United States

**State or Country of Incorporation:** Delaware

**Legal Entity Type:** Corporation

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**GOODS AND/OR SERVICES**

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Nutritional Supplements

**International Class:** 005

**First Use Date:** 2001-06-01

**First Use in Commerce Date:** 2001-06-01

**Basis:** 1(a)

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**ADDITIONAL INFORMATION**

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(NOT AVAILABLE)

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**PROSECUTION HISTORY**

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2002-05-28 - Registered - Principal Register  
2001-11-30 - Allowed for Registration - Principal Register (SOU accepted)  
2001-11-15 - Case file assigned to examining attorney  
2001-10-30 - Statement of use processing complete  
2001-10-30 - Amendment to Use filed  
2001-05-01 - Notice of allowance - mailed  
2001-02-06 - Published for opposition  
2001-01-05 - Notice of publication  
2000-09-06 - Approved for Pub - Principal Register (Initial exam)  
2000-08-25 - Examiner's amendment mailed  
2000-08-23 - Case file assigned to examining attorney

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**CONTACT INFORMATION**

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**Correspondent (Owner)**  
COLLAGENEX PHARMACEUTICALS INC  
41 UNIVERSITY DR STE 200  
NEWTOWN PA 18940  
United States

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