

03-06-2003



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Docket No.:

033172-00001

Tab settings

To the Honorable Commissioner of Pa.

102381849

... the attached original documents or copy thereof.

1. Name of conveying party(ies):

BioHorizons, Inc.

3-4-03

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

Name: BioHorizons Implant Systems, Inc.

Internal Address: Suite 230 South

Street Address: One Perimeter Park South

City: Birmingham State: AL ZIP: 35243

- Individual(s)
- General Partnership
- Corporation-State Alabama
- Other

- 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 N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

3. Nature of conveyance:

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

Execution Date: January 16, 1996

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2021912
2017325

Additional numbers Yes No

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

Name: C. Brandon Browning

Internal Address: Sirote & Permutt, P.C.

P.O. Box 55727

Street Address: 2311 Highland Avenue South

City: Birmingham State: AL ZIP: 35255

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

2

7. Total fee (37 CFR 3.41):.....\$ 665.00

- Enclosed - check for \$50.
- Authorized to be charged to deposit account - \$15

8. Deposit account number:

501346

03/05/2003 GTM11 00000073 501346 2021912

DO NOT USE THIS SPACE

01 FC:8521 40.00 DP
02 FC:8522 15.00 CH 10.00 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.

C. Brandon Browning, Esq.

2/24/03

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

REEL: 002684 FRAME: 0359

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is made as of the 16th day of January, 1996, by and between **BIOHORIZONS, INC.**, an Alabama corporation (hereinafter referred to as the "Assignor"), and **BIOHORIZONS IMPLANT SYSTEMS, INC.**, a Delaware corporation (hereinafter referred to as the "Assignee"), as follows:

W I T N E S S E T H :

WHEREAS, Assignor is the owner of the rights in various property interests (hereinafter referred to as the "Property Rights"), including trademarks and technological information, which are used in connection with its business in the dental implant industry (the "Business"); and

WHEREAS, Assignor desires to assign its rights in the Property to Assignee upon the terms and conditions as set forth herein; and

WHEREAS, Assignee desires to accept such rights and all responsibilities and obligations attendant thereto.

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows:

1. **ASSIGNMENT OF TRADEMARKS AND TECHNOLOGICAL INFORMATION**

Assignor hereby transfers and assigns to Assignee all right, title and interest in the trademarks (the "Marks") and technological information (the "Technological Information") used by Assignor in the Business. Assignee hereby agrees to accept this assignment and to fully assume the obligations and responsibilities attendant to the acquisition of such rights including, but not limited to, protection of the Marks from infringement and protection of the Technological Information from deliberate or inadvertent disclosure.

2. **ASSIGNMENT OF OTHER PROPRIETARY INTERESTS**

Upon the date of the release (the "Release Date") from escrow of the funds generated pursuant to the Private Placement Memorandum of the Assignee dated January 17, 1995, Assignor hereby assigns to Assignee all of its right, title and interest in the following:

- A. All employment agreements with present employees of Assignor (the "Employment Agreements");

- B. The real property lease dated _____ between Assignor and _____ pertaining to the real property located at _____;
- C. All equipment and supplies held by Assignor upon the Release Date.

3. **WARRANTIES**

Assignor covenants and warrants that it is unaware of any defaults in any obligations or responsibilities required of Assignor in connection with the Property Rights assigned under this Agreement, and that any and all Agreements relating to such Property Rights are in full force and effect and has not been previously assigned to any other party.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement on the day and year first above written.

ASSIGNOR:

BIOHORIZONS, INC.,
an Alabama corporation

By: Martha Warren Bidez
Martha Warren Bidez, Ph.D.
Its: President

Jean Warren Blue
WITNESS

ASSIGNEE:

BIOHORIZONS IMPLANT SYSTEMS, INC.,
a Delaware corporation

By: Martha Warren Bidez
Martha Warren Bidez, Ph.D.
Its: President

Jean Warren Blue
WITNESS

ACKNOWLEDGEMENT

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Martha Warren Bidez, Ph.D., whose name as President of **BIOHORIZONS, INC.**, an Alabama corporation, is signed to the foregoing Assignment Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Subscribed and sworn to before me on this 19 day of February, 1996.

Kaylyn R. George
Notary Public
My Commission Expires:
7/8/97

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Martha Warren Bidez, Ph.D., whose name as President of **BIOHORIZONS IMPLANT SYSTEMS, INC.**, a Delaware corporation, is signed to the foregoing Assignment Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

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Kaylyn R. George
Notary Public
My Commission Expires:
7/8/97