

03-21-2003



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Docket No.:

7678.461

Tab settings

To the Honorable Commissioner of Patents

102396188

attached original documents or copy thereof.

1. Name of conveying party(ies):

Garrison Dental Solutions, Inc.

2-26-03

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

Name: Ultradent Products, Inc.

FEB 26

Internal Address:

Street Address: 505 West 10200 South

City: South Jordan State: UT ZIP: 84095

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

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

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Utah
- 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 1, 2002

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

A. Trademark Application No.(s)

76784789

B. Trademark Registration No.(s)

Additional numbers Yes No

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

Name: Jonathan W. Richards

Internal Address:

Street Address: 1000 Eagle Gate Tower

60 East South Temple

City: Salt Lake City State: UT ZIP: 84111

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:

03/21/2003 ECUOPER 00000006 76204789

DO NOT USE THIS SPACE

03/21/2003

40.00 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.

Jonathan W. Richards

Name of Person Signing

Jonathan W. Richards
Signature

25-FEB-03

Date

Total number of pages including cover sheet, attachments, and

4

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of	Garrison Dental Solutions, Inc.	} Law Office 105
Mark:	FINALE	
Serial No.:	<u>76/204,789</u>	
Filed:	February 5, 2001	
Int'l Classes:	5	
Examining Attorney:	Christina M Garner	

REVOCATION AND SUBSTITUTE POWER OF ATTORNEY

Assistant Commissioner for Patents
Washington, DC 20231

Sir:

The undersigned, Dan E. Fischer, President of Ultradent Products, Inc., hereby revokes all previous powers of attorney in the above-identified trademark application.

Applicant hereby appoints Rick D. Nydegger, David O. Seeley, Brent P. Lorimer, Thomas R. Vuksinick, Larry R. Laycock, Jonathan W. Richards, David R. Wright, John C. Stringham, John M. Guynn, Charles L. Roberts, Gregory M. Taylor, Dana L. Tangren, Eric L. Maschoff, C. J. Veverka, Robyn L. Phillips, Richard C. Gilmore, David B. Dellenbach, R. Burns Israelsen, David R. Todd, L. David Griffin, Fraser D. Roy, Carl T. Reed, R. Parrish Freeman, Jr., Peter F. Malen, Jr., Adrian J. Lee, L. Rex Sears, Eric M. Kamerath, Robert E. Aycock, Jens C. Jenkins, Kevin W. Stinger, William J. Athay, William R. Richter, Trent H. Baker, Ryan D. Benson, Sara D. Jones and Tige Keller, attorneys at law, as its attorneys to prosecute this application to register and to transact all business in the Patent and Trademark Office, with full

power of substitution and revocation, to prosecute said application, to make alterations and amendments therein, to receive the Certificate of Registration, and to transact all business in the Patent and Trademark Office connected therewith.


Dan E. Fischer further declares that all statements made herein of his own knowledge are true; and further that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or any patent issuing thereon. All correspondence and telephonic communications should be directed to:

RICK D. NYDEGGER
WORKMAN, NYDEGGER & SEELEY
1000 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah 84111
Telephone (801) 533-9800
Facsimile (801) 328-1707

All previous powers of attorney are hereby revoked.

Signed at South Jordan, Utah, this 24 day of February, 2003.

By:


DAN E. FISCHER, President
Ultradent Products, Inc.
505 West 10200 South
South Jordan, Utah 84095

WHEN RECORDED RETURN TO:

Workman, Nydegger & Seeley
1000 Eagle Gate Tower
60 East South Temple
Salt Lake City, Utah, 84111

ASSIGNMENT

WHEREAS, Garrison Dental Solutions, Inc. (hereinafter referred to as "Assignor") has adopted, used, and is using the mark "FINALE" on certain dental products;

WHEREAS, Assignor is the owner of record of the following application for federal trademark registration currently pending before the United States Patent and Trademark Office: U.S. Trademark Application Serial No. 76/204,789, filed February 5, 2001, for the trademark "FINALE";

WHEREAS, ULTRADENT PRODUCTS, INC. of 505 West 10200 South, South Jordan, Utah, 84095 (hereinafter referred to as "Assignee"), desires to secure all right, title, and interest in and to said trademark, including all rights in and to such trademark created under any applicable federal or state statutes or common law or under the applicable trademark laws of any foreign country, including but not limited to all rights, title, and interest in and to the aforesaid trademark, the aforesaid application for federal trademark registration, any federal trademark registration which may issue thereon, and all renewals and extensions of any such trademark registration, any and all goodwill of the business or businesses associated with the aforesaid trademark or trademark registration within the United States of America and its territorial possessions and within all countries foreign to the United States, and the right to sue for past and future infringements of the aforesaid trademark or trademark registration hereinafter collectively referred to as "TRADEMARKS AND GOODWILL");

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) paid by Assignee to Assignor and other good and valuable considerations, the receipt and sufficiency of which are

hereby acknowledged by said Assignor, Assignor has sold, assigned, transferred and conveyed and by these presents does hereby sell, assign, transfer and convey unto Assignee the entire right, title, and interest in and to said TRADEMARKS AND GOODWILL within the United States of America and its territorial possessions and within all countries foreign to the United States, all said rights to be held and enjoyed by Assignee for their own use and enjoyment and for the use and enjoyment of their successors and assigns to the full end of the term or terms for which said trademark registration may be granted as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment, transfer and sale had not been made.

The aforesaid Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and all authorized officials of foreign patent and trademark offices to issue the said trademark registration, when granted, to Assignee, as the Assignee of the entire right, title, and interest in and to the same, for the sole use and enjoyment of Assignee, their successors and assigns.

The aforesaid Assignor hereby agrees to sign all lawful papers and to perform all other lawful acts which Assignee may request of Assignor to make this Assignment fully effective, including, by way of example but not of limitation, the following:

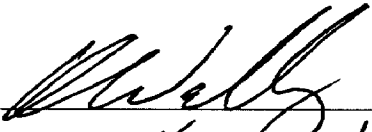
Prompt execution of all United States and foreign trademark applications, and all lawful documents requested by Assignee to further the prosecution of any such trademark applications.

Cooperation to the best of said Assignor's ability in the execution of all lawful documents, the production of evidence, nullification, continuation, renewal, extension, or infringement proceedings involving said trademark.

In Testimony Whereof, the undersigned hereby execute this Assignment on behalf of
GARRISON DENTAL SOLUTIONS, INC.

DATED this 1st day of October, 2002.

GARRISON DENTAL SOLUTIONS, INC.

By: 
Name: Kevin Walburg
Title: Director of Product Development

RDN: re
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