

04-16-2003

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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RECORD TRA



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PARTMENT OF COMMERCE Patent and Trademark Office

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

1. Name of conveying party(ies):

Cygnus Technologies, L.L.C.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other Arizona limited liability company

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

2. Name and address of receiving party(ies)

Name: Cygnus Acquisition, L.L.C.

Internal Address: 8240 East Gelding Drive

Street Address:

City: Scottsdale State: AZ Zip: 85260

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other an Illinois limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:

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

Execution Date: 01/09/03

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

A. Trademark Application No.(s) see schedule A

B. Trademark Registration No.(s) see schedule A

Additional number(s) attached Yes No

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

Name: Brian G. Gilpin; Godfrey & Kahn, S.C.

Internal Address:

Street Address: 780 N. Water Street

City: Milwaukee State: WI Zip: 53202

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 for any deficiencies

8. Deposit account number:

07-1509

(Attach duplicate copy of this page if paying by deposit account)

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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.

Brian G. Gilpin

Signature

Date April 7, 2003

Name of Person Signing

00000066 2236420

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

3

04/15/2003 DBYRME 01 FC: 0521 02 FC: 0522

40.00/80 125.00/OP documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002712 FRAME: 0607

SCHEDULE A

| MARK | REGISTRATION/APPLICATION NO. |
|-------------|-------------------------------------|
| CYGNUS | 2,236,420 |
| CYGNUSRAY | 2,411,712 |
| CYGNASCOPE | 2,339,892 |
| GEMINI | 2,339,890 |
| ORALVISION | 2,282,447 |
| FUTURA | 75/499,600 |

MW665516_2

TRADEMARK ASSIGNMENT

WHEREAS, Cygnus Technologies, L.L.C., an Arizona limited liability company ("Assignor"), owns all right, title, and interest in the United States trademark registrations and applications listed on Schedule A attached hereto, and all related common law rights, including the goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, Cygnus Acquisition, L.L.C., an Illinois limited liability company having its principal place of business at 8240 East Gelding Drive, Scottsdale, Arizona 85260 ("Assignee"), is acquiring certain of the assets of Assignor relating to its dental equipment business pursuant to the Asset Purchase Agreement dated January 9, 2003, by and among Assignor, Assignee and the members of Assignor (the "Purchase Agreement"); and

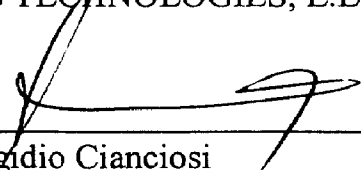
WHEREAS, in connection with the Purchase Agreement, Assignee is acquiring all rights throughout the world in and to the Trademarks, any applications and registrations therefor, and any common law rights associated therewith, together with the goodwill of the business with which the Trademarks have been used and which is symbolized by the Trademarks, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, for the good and valuable consideration set forth in the Purchase Agreement, the sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in and to the Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademarks have been used and which is symbolized by the Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee, all papers, instruments, and assignments, and to perform any other acts reasonably deemed necessary by Assignee in order to vest all right, title, and interest in and to the Trademarks to Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.


Dated this 9th day of January, 2003, and executed on one or more counterparts.

CYGNUS TECHNOLOGIES, L.L.C.

By: 
Name: Egidio Cianciosi
Title: Manager

Dated this 9th day of January, 2003, and executed on one or more counterparts.

CYGNUS ACQUISITION, L.L.C.

By: 
Name: Edwin J. McDonough
Title: Manager

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