

05-23-2003

05-24-2003

Form PTO-1594

(Rev. 03/01)

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



102455875

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

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):

Comerica Bank - California

4-24-03

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☒ Other California banking corporation

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

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 04-18-2003/07-08-2002

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

Name: Wavelight Laser Technologie AG

Internal

Address: \_\_\_\_\_

Street Address: Am Wolfsmantel 5City: 91058 Erlangen State: GERMANY Zip: \_\_\_\_\_

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State Federal Republic of Germany  
☐ 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,332,459

Additional number(s) attached ☐ Yes ☒ No

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

Name: Clifford W. Browning

Internal Address: \_\_\_\_\_

Street Address: Bank One Center/Tower111 Monument Circle, Suite 3700City: Indianapolis State: IN Zip: 462046. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41).....\$ 40.00

- ☒ Enclosed  
☐ Authorized to be charged to deposit account

## 8. Deposit account number:

23-3030

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

**DO NOT USE THIS SPACE**

## 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.

Clifford W. Browning

Name of Person Signing

Signature

April 22, 2003

Date

5

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

05/22/2003 DBYRNE 00000100 2332459

01 FC:8521

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

**TRADEMARK**  
**REEL: 002737 FRAME: 0937**

**BILL OF SALE**

This Bill of Sale is entered into by and between Comerica Bank - California (Comerica"), successor-in-interest to Imperial Bank ("Imperial"), and Wavelight Laser Technologie AG of Erlangen, Germany ("Purchaser").

**RECITALS**

*WHEREAS*, Imperial entered into certain financing arrangements (the "Loan") with Dental/Medical Diagnostic Systems, Inc. ("Borrower"), pursuant to, and without limitation, a Fifth Amended and Restated Forebearance Agreement, relating to a Credit Agreement dated January 4, 1999, and all attendant documents and instruments related thereto (collectively the "Loan Documents")

*WHEREAS*, pursuant to the terms of the Loan Documents, Imperial extended loans, advances and other financial accommodations to the Borrower, and Borrower granted a security interest in the personal property assets of the Borrower to Imperial, including without limitation, accounts, inventory, equipment, chattel paper, documents, instruments, money, deposit accounts, investment property and general intangibles (collectively the "Collateral") of Borrower.

*WHEREAS*, Imperial declared the Loan in default and accelerated the Loan

*WHEREAS*, on May 18, 2001, the Borrower executed a Surrender of Possession and Waiver letter agreement, wherein, among other things, Borrower waived and renounced its rights under Uniform Commercial Code (the "UCC") §9504.

*WHEREAS*, on June 11, 2001, Imperial in exercising its postdefault remedies with respect to certain of the Collateral conducted a public sale pursuant to the UCC of said Collateral, including but not limited to general intangibles (the "IP Collateral").

*WHEREAS*, the Purchaser submitted to Comerica a bid of \$4,000.00 to purchase the IP Collateral set forth in Exhibit "A" attached hereto (the "Purchased IP"), and the parties believe that this is a fair and reasonable value of the Purchased IP.

**AGREEMENT**

*NOW, THEREFORE*, in consideration of the promises and the mutual covenants herein contained, the Parties hereto agree as follows:

1. In consideration of the sum of \$4,000.00 and the terms and conditions hereinafter set forth, Comerica hereby transfers, assigns, sells and conveys to Purchaser, and Purchaser purchases and accepts all of Comerica's right title and interest in and to the Purchased IP as may be conveyed pursuant to a foreclosure sale conducted under the UCC.

2. Except as otherwise set forth herein, all the Purchased IP is sold without covenant or warranty, express or implied, as to the rights, interest of title sold, the merchantability or fitness of the Purchased IP for any particular purpose or of any other matter or purpose.
3. Comerica makes no representation or warranty, except that the Purchased IP was sold in conformance with the provisions of the UCC as set forth above, and assumes no responsibility with respect to the condition of the Purchased IP and that said Purchased IP is sold "AS IS" and "WHERE IS;" further, Comerica is relieved of any and all liability and/or responsibility for the condition of the Purchased IP, including without limitation, those conditions which are visible (patent defects) as well as conditions which cannot be detected through investigations (latent defects), and that Purchaser assumes responsibility with respect to the condition of said Purchased IP.
4. Purchaser represents and warrants that: (i) as it has deemed appropriate, it has made its own credit and valuation analysis as to the purchase the Purchased IP; and, (ii) has independently, without reliance upon Comerica, and based on such documents and information as it has deemed appropriate at the time, made its own decision to purchase the Purchased IP.
5. The Parties each agree to execute, acknowledge, verify, deliver, furnish, or cause to be furnished all documents and information necessary to do or cause to be done all other acts and things at such times and in such forms or substance as are reasonably necessary to effectuate the terms of this Agreement.
6. The Parties represent and warrant that: (i) the execution and delivery of this Agreement has been duly authorized by all necessary actions; (ii) that this Agreement will constitute legal, valid and binding obligations of the Parties; and, (iii) the person(s) executing this Agreement are authorized to do so on behalf of their respective Party.
7. This Agreement shall be binding on the Parties hereto and their respective successors and assigns.
8. No amendment of any provision of this Agreement shall be effective unless it is in writing and is signed by all parties.
9. If any one or more of the provisions contained in this Agreement shall be deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the legality and enforceability of the remaining provisions contained herein shall not in any way be impaired.
10. If any type of legal proceeding is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to attorneys' fees, expenses and costs.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

APR 18 2003 14:04 FR COMERICA SHERMAN DAKS818 992 1467 TO 912136325688 P.02/02

Apr-18-03 11:44am From-BUCHALTER 213 886-0480

T-850 P.04/05 F-855

12. This Agreement, and all other documents referred to herein, constitute the entire and exclusive agreement between Comerica and Purchaser with respect to the subject matter hereof. All prior or contemporaneous oral agreements relating to the subject matter hereof are merged herein.

13. The Parties have had the opportunity to seek the advice of independent legal counsel prior to the signing of this Agreement, and have either obtained such advice or have voluntarily chosen not to do so. In either event, the Parties execute this Agreement voluntarily, with full knowledge of its significance and the legal consequences thereof.

**"Comerica"**

Dated: 4/18/03, 2003

Comerica Bank - California

By: [Signature]  
Its: Vice President

**"Purchaser"**

Dated: July 8, 2002

Wavelight Laser Technologie AG of Erlangen,  
Germany

By: [Signature]  
Its: Dr. J. Manfred Drax  
President (CEO) Vice President  
Business Development & General Counsel



**Exhibit "A"**

1. The WAVELIGHT trademark
2. The WAVELIGHT US Registration No. 2,332,459
3. The "goodwill" symbolized by the WAVELIGHT trademark.
4. The wave-light.com domain name.

A handwritten signature, possibly reading "A.D.", is located in the bottom right corner of the page.