

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement") is dated as of October 14, 2003, by MTI PRECISION PRODUCTS, INC., a New Jersey corporation (the "Company"), MOSHE MELLER, an individual residing at 612 Clinton Street, Apartment 2F, Hoboken, New Jersey 07030 ("Moshe Meller"), and IRITH MELLER, an individual residing at 612 Clinton Street, Apartment 2F, Hoboken, New Jersey 07030 (and with the Company and Moshe Meller, the "Assignors") and MTI PRECISION PRODUCTS, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not otherwise defined herein have the meanings set forth in the Purchase Agreement (as defined herein).

WITNESSETH:

WHEREAS, the Assignors and the Assignee are party to that certain Asset Purchase Agreement dated as of October 14, 2003 (the "Purchase Agreement");

WHEREAS, the Purchase Agreement provides for the sale, transfer, conveyance, assignment and delivery by each Assignor to Assignee of each Assignor's right, title and interest in, to and under all of the Business Intangible Property;

WHEREAS, each Assignor desires to transfer all copyrightable material included in the Business Assets (collectively, the "Works"), all United States and foreign trademarks, service marks, trade dresses, trade names, including without limitation the registrations and applications for registration therefor listed on Schedule A attached hereto, (collectively, the "Trademarks"), all domain name registrations listed on Schedule B attached hereto (collectively, the "Domain Names") and all patents, know-how, trade secrets, processes, formulas, and inventions listed on Schedule C attached hereto (collectively, the "Patents") in and to the extent that any Assignor has any right, title and interest to Assignee pursuant to the Purchase Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Assignors and the Assignee hereby agree as follows:

COPYRIGHTS

1. Each Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest (including copyrights, goodwill and other intellectual property rights and including any continuation, extension or renewal rights) in and to the Works, including the right to sue for past, present or future infringement or violation thereof;

2. Each Assignor agrees that, if necessary, it will reasonably assist Assignee in acquiring and maintaining copyright protection upon, and confirming Assignee's title to, the Works;

3. Each Assignor hereby authorizes and requests the United States Register of Copyrights and, as applicable, the corresponding officials of all foreign countries, to record Assignee as the owner of the copyrights in and to the Works and/or to issue in the name of Assignee all registrations of copyrights in and to the Works, in accordance with this Agreement;

TRADEMARKS

4. Each Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks and the right to sue and recover any damages and profits and all other remedies for past and future infringements thereof;

5. The parties hereto shall reasonably cooperate with each other in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks;

6. Each Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Domain Names;

7. The parties hereto shall reasonably cooperate with each other, at Assignee's expense, in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers and the taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transaction provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks;

PATENTS

8. Each Assignor hereby sells, assigns and transfers to Assignee all of such Assignor's right, title and interest in and to the Patents, the inventions disclosed therein and all reissues, reexaminations, and extensions thereof, all said rights to be held and enjoyed by the Assignee for its own use and for the use of its successors, assigns, or other legal representatives, to the full end of the term for which the Patents have been or will be granted, reexamined, extended or reissued, as fully and entirely as the same would have been held and enjoyed by such

Assignor if this Agreement and sale had not been made, and each Assignor hereby assigns any and all claims and causes for action for infringement of such Patents which have accrued up to and including the date of this Agreement, including all rights to recover damages and injunctive relief in respect to such infringement;

9. Each Assignor authorizes and empowers Assignee, its successors, assigns, or nominees, to make application for patent or other form of protection for the Patents in Assignee's own name, in any and all countries and to invoke and claim for any application for patent or other form of protection for the Patents filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and to invoke and claim such right of priority without further written or oral authorization from such Assignor;

10. Each Assignor agrees that such Assignor will, without demanding any further consideration therefor, at the request and the expense of Assignee, do all lawful and just acts, including the execution and acknowledgment of instruments, that may be or become reasonably necessary for obtaining, sustaining, reexamining or reissuing the Patents, and for maintaining and perfecting Assignee's rights to the Patents;

11. Each Assignor agrees that such Assignor will communicate to Assignee or its representatives any facts known to such Assignor respecting the Patents and, when requested by Assignee and at its expense, will reasonably aid Assignee, its successors, assigns, and legal representatives or nominees, to obtain or enforce proper protection for the Patents in any and all countries;

12. Each Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document which may be required in any country for any purpose and, more particularly, in proof of the right of said corporation or its successors, assigns, or nominees to apply for patent or other proper protection for the Patents, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it;

GENERAL

13. This Agreement is intended to evidence the consummation of the sale and assignment by the Assignors of the Business Intangible Property as contemplated by the Purchase Agreement. Each of the Assignors and the Assignee by their execution of this Agreement each hereby acknowledge and agree that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Agreement. Any inconsistencies or ambiguities

between this Agreement and the Purchase Agreement shall be resolved in favor of the Purchase Agreement.

14. Neither this Agreement nor any right, interest or obligation hereunder may be assigned (by operation of law or otherwise) by any party hereto without the prior written consent of the other parties hereto and any attempt to do so will be void. Subject to the preceding sentence, this Agreement is binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

15. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

16. This Agreement and the Purchase Agreement supersede all prior discussions and agreements between the parties and their respective Affiliates with respect to the subject matter hereof and thereof and contain the sole and entire agreement between the parties hereto with respect to the subject matter hereof and thereof.

17. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Any signature page delivered by a fax machine shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requires it.

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment Agreement as of the date set forth above.

MTI PRECISION PRODUCTS, INC.

By: Michael Feldman

Name: Michael Feldman

Title: President

Moshe Meller

Irith Meller

MTI PRECISION PRODUCTS, LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF

:

ss.

:

COUNTY OF

Michael Feldman

, being duly sworn, says that she~~he~~is

entitled to All Precision Products Inc. and acknowledges that she~~he~~did sign said instrument.

Sworn to and subscribed
before me this 13th day
of October, 2003.

[Signature]
Notary Public

My commission expires: _____

(SEAL)

**MARY R. PIZZO
MY COMMISSION EXPIRES
12/18/2006**

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment Agreement as of the date set forth above.

MTI PRECISION PRODUCTS, INC.


By: _____

Name: _____

Title: _____



Moshe Meller



Irith Meller

MTI PRECISION PRODUCTS, LLC

By: _____

Name: _____

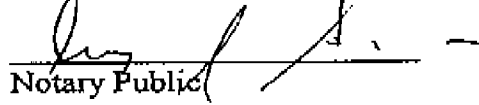
Title: _____

ACKNOWLEDGMENT

STATE OF _____ :
 :
 : ss.
 :
COUNTY OF _____ :

Irith Meller being duly sworn, says that she is
an individual and acknowledges that she he did sign said instrument.

Sworn to and subscribed
before me this 18th day
of October, 2003.


Notary Public

My commission expires: _____

(SEAL)

MARY R. PIZZO
MY COMMISSION EXPIRES
12/18/2006

ACKNOWLEDGMENT

STATE OF

:

: ss.

COUNTY OF

:

Moche Meller, being duly sworn, says that she (he) is
an individual and acknowledges that she (he) did sign said instrument.

Sworn to and subscribed
before me this 13th day
of October 2003.

[Signature]
Notary Public

My commission expires: _____ **MARY R. PIZZO**

(SEAL)

**MY COMMISSION EXPIRES
12/18/2006**

IN WITNESS WHEREOF, the parties hereto have duly executed this Intellectual Property Assignment Agreement as of the date set forth above.

MTI PRECISION PRODUCTS, INC.

By: _____

Name: _____

Title: _____



Moshe Meller

Irith Meller

MTI PRECISION PRODUCTS, LLC

By: Robert L. Reisley

Name: Robert L. Reisley

Title: Chairman

Exhibit A
Trademarks

Names: Lynx; Pulsar

Exhibit B
Domain Names

www.mti-dental.com

Exhibit C**Patents****Patents:**

Patent Number: Des.369,867
Date of Patent: May 14, 1996
Steam Sterilizer

Patent Number: Des.323,395
Date of Patent: Jan 21, 1992
Right Angle Dental Handpiece

Patent Number: Des.355,971
Date of Patent: Feb 28, 1995
Dental Handpiece

Product Lines:***Product line #1: Dental Air Motor.***

Includes: rotational power unit, rotational vane rotor system, air control system and connection system between air motor and standard dental hand pieces.

The intellectual property and the know how regarding this product line, include: complete set of technical drawings, engineering and technical data which define the process of manufacturing and quality control of this product line.

Product line #2: Dental Sonic Scaler .

Includes: high speed power unit, which rotates up to 200,000 rpm and creates vibration up to 3,000 hz, air flow control system and interchangeable system for scaling tips.

The intellectual property and the know how regarding this product line, include: complete set of technical drawings, engineering and technical data which define the process of manufacturing and quality control of this product line.

Product line #3: Dental High Speed Hand Piece.

Includes: power turbine with rotational speed of 350,000 rpm, special type of ball bearings, which can carries such a speed, chucking mechanism to power standard dental burs, and irrigation system for cooling the working area.

The intellectual property and the know how regarding this product line, include: complete set of technical drawings, engineering and technical data which define the process of manufacturing and quality control of this product line.

Product line # 4: Power Supply for Dental Electrical Motor.

The intellectual property and the know how regarding this product line, include: complete set of technical drawings, engineering and technical data which define the process of manufacturing and quality control of this product line.

Product line #5: Dental Hand Pieces and Attachments.

Includes: straight nose cone, gear reduction nose cone, contra angel hand pieces, gear reduction contra angel hand picces.

The intellectual property and the know how regarding this product line, include: complete set of technical drawings, engineering and technical data which define the process of manufacturing and quality control of this product line.