

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

MPB Corporation

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

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

2. Name and address of receiving party(ies)

Name: Handpiece Headquarters Corporation

Internal

Address:

Street Address: 7 Optical Avenue

City: Keene State: NH Zip: 03431

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, 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

3. Nature of conveyance:

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

Execution Date: December 17, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,611,917 2,438,541 and 2,667,891

Additional number(s) attached Yes No

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

Name: Anna Jakobsson

Internal Address: Donovan & Yee LLP

Street Address: 110 Greene Street, Suite 700

City: New York State: NY Zip: 10012

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

500357

DO NOT USE THIS SPACE

9. Signature.

Anna Jakobsson

Name of Person Signing

Signature

2/23/04

Date

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

4

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

CH \$90.00 500357 2611917

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made and entered into as of December 17, 2003, by and among MPB Corporation, a Delaware corporation ("Assignor") and Handpiece Headquarters Corporation, a Delaware corporation ("Assignee").

For and in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Effective as of the date hereof (the "Effective Time"), Assignor hereby assigns, sells, transfers, and sets over to Assignee all of Assignor's rights, title and interest in, to and under all of the Assignor's United States and foreign trademarks listed on Schedule A annexed hereto and incorporated herein by reference ("Trademarks"), together with the goodwill of the business associated therewith, and all rights to sue for infringement of any Trademarks, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other foreign jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Assignor covenants and agrees to, at the request and expense of Assignee, execute and deliver further instruments of transfer and assignment and take such other action as Assignee may reasonably request to more effectively transfer and assign to and vest in Assignee title to the Trademarks.

3. Assignee covenants and agrees to file this Assignment with the United States Patent and Trademark Office (the "PTO"), at Assignee's expense, in accordance with the procedures required by the PTO, and to take such other action as may be required by the PTO to more effectively establish Assignee as owner or applicant of the Trademarks, as the case may be.

4. Assignor represents and warrants to Assignee that: (a) No claims are pending or, to the knowledge of Assignor, threatened, questioning the validity of any of the Trademarks or asserting that Assignor is infringing or otherwise violating the rights of any person or entity with regard to any trademark of such person or entity by Assignor's use of any of the Trademarks; (b) To Assignor's knowledge, no person or entity is infringing the rights of Assignor with respect to any of the Trademarks; (c) The Trademarks are owned solely by Assignor, and Assignor has good and transferable title to the Trademarks, free and clear of all pledges, liens, security interests, prior assignments from Assignor to another, or other encumbrances, charges, rights or other claims of third parties of any kind; and (d) neither the whole or any portion of the Trademarks are subject to any governmental entity decree or order of which Assignor has received written notice, or to Assignor's knowledge, oral notice. The representations and warranties of Assignor in this Paragraph 4 shall survive until June 30, 2005, except those in subparagraph 4(c), which shall survive indefinitely.

5. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to its provisions concerning conflicts or choice of laws.

[end of text]

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment as of the date first set forth above.

MPB CORPORATION

By: Peter F. Mangan
Name: Peter F. Mangan
Title: Secretary/Treasurer

HANDPIECE HEADQUARTERS CORPORATION

By: John D. Breen
Name: JOHN D. BREEN
Title: SECRETARY

State of New Hampshire) ss.:
County of Cheshire

On this 17 day of December, 2003, before me personally appeared Peter F. Mangan, Clerk of MPB Corporation, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within written instrument and who acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, he, or the entity upon behalf of which he acted, executed the instrument.

Witness my hand and official seal.
Patricia L. Fallon
Notary Public

PATRICIA L. FALLON
NOTARY PUBLIC - NEW HAMPSHIRE
MY COMMISSION EXPIRES FEBRUARY 5, 2008

State of Ohio) ss.:
County of Cuyahoga

On this 17th day of December, 2003, before me personally appeared John D. Breen of Handpiece Headquarters Corporation, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within written instrument and who acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument of the person, he, or the entity upon behalf of which he acted, executed the instrument.

Witness my hand and official seal.
Sabrina J. Cahal
Notary Public



SABRINA J. CAHAL
NOTARY PUBLIC
STATE OF OHIO
Recorded in Cuy. Cty.
My Comm. Exp. 6/26/05