

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Medical Technologies, Inc.		05/12/2003	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BL Acquisition Corp.
<b>Street Address:</b>	981 CALLE AMANACER
<b>City:</b>	SAN CLEMENTE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92673
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2509358	AMERICAN DENTAL

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)425-5288
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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<b>Email:</b>	tmdocketny@kenyon.com
<b>Correspondent Name:</b>	Gregg A. Paradise, Esq.
<b>Address Line 1:</b>	One Broadway
<b>Address Line 2:</b>	Kenyon & Kenyon
<b>Address Line 4:</b>	New York, NEW YORK 10004

<b>ATTORNEY DOCKET NUMBER:</b>	12930/1
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<b>NAME OF SUBMITTER:</b>	Andrew R. Schmidt
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<b>Total Attachments: 6</b> source=purchagr1#page1.tif source=purchagr2#page1.tif source=purchagr3#page1.tif
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**ASSET PURCHASE AGREEMENT**

**by and among**

**American Medical Technologies, Inc.,  
a Delaware corporation,**

**BioLase Technology, Inc.,  
a Delaware corporation,**

**and**

**BL Acquisition Corp.,  
a Delaware corporation,**

**Dated as of May 12, 2003**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is entered into as of May 12, 2003, by and among American Medical Technologies, Inc., a Delaware corporation (the "Seller"), BioLase Technology, Inc., a Delaware corporation ("Parent"), and BL Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Parent (the "Purchaser").

### RECITALS

A. Parent, the Purchaser and the Seller wish to provide for the sale by the Seller to the Purchaser of the Specified Assets (as defined in Section 2.1 hereof), the stay and ultimate settlement of certain patent infringement litigation between Parent and the Seller, and certain other related transactions among the parties, all on the terms and subject to the conditions set forth in this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual warranties, representations, covenants and agreements herein contained, the parties agree as follows:

1. Certain Definitions.

"Acquisition" shall mean (a) the sale of the Specified Assets by the Seller to the Purchaser in accordance with the Agreement; (b) the assumption of the Designated Contractual Obligations by the Purchaser, consisting of the patent licenses related to the Assumed Contracts; and (c) the performance by the Seller and the Purchaser of their respective obligations under the Agreement, and the exercise by the Seller and the Purchaser of their respective rights under the Agreement, with respect to the Specified Assets.

"Acquisition Proposal" shall mean any offer, proposal, inquiry or indication of interest (other than an offer, proposal, inquiry or indication of interest made or submitted by Parent or the Purchaser) contemplating or otherwise relating to any Acquisition Transaction.

"Acquisition Transaction" shall mean any transaction involving the Specified Assets and/or the Laser Business, including: (a) the sale or other disposition of all or a material portion of the Laser Business or Specified Assets of the Seller or any direct or indirect subsidiary or division of the Seller; or (b) any merger, consolidation, business combination, share exchange, reorganization or similar transaction involving the Specified Assets and/or the Laser Business.

"Agreement" shall mean this Asset Purchase Agreement (including the Disclosure Schedule), as it may be amended from time to time.

"Assumed Contracts" shall mean the Contracts (if any) identified during the Pre-Closing Period by the Purchaser, in its sole discretion, and which the Purchaser agrees in writing to assume at the Closing.

"Bank Lien" shall mean the first priority security interest on the Specified Assets in favor of Bank One; provided, however, that the Purchaser shall have received a release agreement

"Transactional Agreements" shall mean: (a) the Agreement; (b) the bills of sales; (c) patent assignments executed by the Seller; (d) the Stipulation and Proposed Order to Dismiss with Prejudice in substantially the form of Exhibit A; and (e) any other documents as may be necessary or appropriate to assign, convey, transfer and deliver to the Purchaser good and valid title to the Specified Assets free of any Encumbrances, other than the Assumed Contracts, including and without limitation, any filings made pursuant to the Uniform Commercial Code or attachments by trade creditors or others.

"Transactions" shall mean (a) the execution and delivery of the respective Transactional Agreements, and (b) all of the transactions contemplated by the respective Transactional Agreements, including: (i) the sale of the Specified Assets by the Seller to the Purchaser in accordance with the Agreement; (ii) the assumption of the Designated Contractual Obligations by the Purchaser; and (iii) the performance by the Seller, Parent and the Purchaser of their respective obligations under the Transactional Agreements, and the exercise by the Seller, Parent and the Purchaser of their respective rights under the Transactional Agreements.

"Triggering Event" shall be deemed to have occurred if: (i) the board of directors of the Seller shall have failed to approve the Acquisition, (ii) the board of directors of the Seller shall have approved, endorsed or recommended any Acquisition Proposal; (iii) the Seller shall have entered into any letter of intent or similar document or any Contract providing for or otherwise contemplating an Acquisition Transaction; or (iv) a tender or exchange offer relating to securities of the Seller shall have been commenced and the Seller shall not have sent to its stockholders, within ten (10) business days after the commencement of such tender or exchange offer, a statement disclosing that the Seller recommends rejection of such tender or exchange offer.

"Unaudited Interim Balance Sheet" shall mean the unaudited consolidated balance sheet of the Seller included in the Unaudited Interim Financial Statements.

"Unaudited Interim Financial Statements" shall mean the unaudited consolidated balance sheet of the Seller as of March 31, 2003, and the related unaudited consolidated income statement of the Seller for the three-month period ended March 31, 2003, together with the notes (if any) thereto, attached as Exhibit B.

## 2. Sale of Specified Assets; Related Transactions.

2.1 Sale of Specified Assets. The Seller shall cause to be sold, assigned, transferred, conveyed and delivered to the Purchaser, at the Closing (as defined in Section 2.6 hereof), good and valid title to the Specified Assets (as hereinafter defined), free and clear of any Encumbrances, other than the Assumed Contracts, including and without limitation, any filings made pursuant to the Uniform Commercial Code or attachments by trade creditors or others, on the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, the term "Specified Assets" shall mean and include all of the properties, rights and interests listed on Schedule 2.1 attached hereto, including all Seller Proprietary Assets relating thereto. The Specified Assets shall include, without limitation:

(a) all resources, tangible and intangible, controlled by the Seller to design, develop, manufacture and market lasers of any kind including, without limitation: (1) raw

materials, work in process and finished goods of Laser Business products as well as equipment related to the production of the Laser Business products; (2) all information and rights necessary to manufacture all of the Seller's laser products related to the Laser Business, including, without limitation, technical drawings, blueprints, assembly drawings, trade secrets, know how and software related to all laser products of the Seller (design master records, device history files and records, verifications and validations, complaint files, service history files, MDR's, corrective and preventive actions, management review minutes, internal audit reports and other documentation consistent with CE mark requirements and ISO certification requirements); (3) all information related to the Seller's Laser Business as of the Closing Date and which would not be in violation of Section 12 hereof, including, but not limited to, all documents sent to or received from the Food and Drug Administration ("FDA") and any foreign counterpart on any laser-related product (510K submissions and amendments, clearances received, acknowledgement letters regarding corrective actions, FDA audits and warning letters, file submissions to other countries, files submissions to MHLW and similar documentation), all existing laser-related FDA clearances that have been issued, pending, currently contemplated or formulated as of the Closing Date and all existing laser-related studies and publications completed, in process or being formulated as of the Closing Date, except it shall not include 980 nanometer laser for applications that do not include dentistry, veterinary or biostimulation (as defined in Section 12 hereof) and this is the only laser-related asset which the Seller currently has that is being excepted from this Agreement;

(b) all Proprietary Assets related to the Laser Business and Specified Assets including without limitation: (1) all patented and non-patented inventions and discoveries of every kind whatsoever conceived, made or reduced to practice by the Seller; (2) all applications, amendments, office actions, interview summaries and other written communications with the U.S. Patent Office and any foreign counterpart with respect to all laser-related patents or laser products of the Seller; (3) all research documents related to the Laser Business, including, without limitation, any prior art relative to products marketed by competitors; (4) all license agreements related to the Specified Assets and the Laser Business, including without limitation, past and current licenses and licenses relating to all Laser Business products, whether equipment, peripherals or consumables;

(c) the trade and brand names "American Dental," including, without limitation, "American Dental Laser," "ADL" and "American Dental Technologies" and any and all associated names and trademarks and variations thereof including related names used in the Laser Business sales and marketing literature and campaigns, excluding the Nasdaq symbol "ADLI";

(d) all customer lists for all of the Seller's products (including the Cavilase products), which shall include names, contact information, products sold and the date of sale related to the Laser Business; and

(e) all sales channel agreements including sponsorship agreements with teaching institutes.

2.2 Consideration. As consideration for the sale of the Specified Assets by the Seller, the Purchaser has agreed (a) to deliver to the Seller (i) \$1,825,000 in cash and (ii) three hundred

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first set forth above.

**AMERICAN MEDICAL TECHNOLOGIES, INC.,**  
a Delaware corporation

Signature: *Roger W. Dartt*  
Roger W. Dartt  
President and Chief Executive Officer

**BIOLASE TECHNOLOGY, INC.,**  
a Delaware corporation

Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**BL ACQUISITION CORP.,**  
a Delaware corporation

Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first set forth above.

**AMERICAN MEDICAL TECHNOLOGIES, INC.,**  
a Delaware corporation

Signature: \_\_\_\_\_  
Roger W. Dartt  
President and Chief Executive Officer

**BIOLASE TECHNOLOGY, INC.,**  
a Delaware corporation

Signature: \_\_\_\_\_  
By: JEFFREY W. JONES  
Title: PRESIDENT & CEO

**BL ACQUISITION CORP.,**  
a Delaware corporation

Signature: \_\_\_\_\_  
By: JEFFREY W. JONES  
Title: PRESIDENT & CEO