

FORM PTO-1594 (Modified)
(Rev. 6-99)
OMB No. 0651-0011 (exp. 4/94)
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TM05/REV03

RECORDATION FORM COVER SHEET

Docket No.:

TRADEMARKS ONLY

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

1. Name of conveying party(ies):

WILLIAM J. COSTELLO

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

Additional names(s) of conveying party(ies) Yes No

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

Name: ACCU-BITE, INC.

Internal Address: _____

Street Address: 2 Industrial Park Drive

City: Williamston State: MI ZIP: 48895

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Michigan
- Other _____

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

3. Nature of conveyance:

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

Execution Date: August 12, 2005

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

A. Trademark Application No.(s)

78/586,834
78/586,866

Additional numbers

B. Trademark Registration No.(s)

Yes No

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

Name: David J. Hurley

Internal Address: Knechtel, Demeur & Samlan

Street Address: 222 S. Riverside Plaza

Suite 1410

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved:.....

2

7. Total fee (37 CFR 3.41):.....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

06-1201

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.

David J. Hurley

Name of Person Signing

Signature

MARCH 15, 2006

Date

700250885

Total number of pages including cover sheet, attachments, and

TRADEMARK

REF: 003200 FRAME: 0222

CH \$65.00 061201 76566834

INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made as of the 12 day of August 2005, by and between Accu-Bite, Inc., a Michigan corporation ("Assignee") and Dr. William J. Costello, an individual ("Assignor").

RECITALS

WHEREAS, Assignor has worldwide right, title and interest in, to that certain articulator known as the "Technician's Choice Articulator" as more fully described on Exhibit A and Exhibit B hereto (the "New Articulator").

WHEREAS, Assignor desires to assign, transfer, grant and convey to Assignee, and Assignee desires to assume, all of Assignor's worldwide right, title and interest in, to and under the New Articulator.

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

1. Assignment and Assumption. Assignor does hereby assign, transfer, grant and convey to Assignee, and Assignee does hereby assume, all of Assignor's (i) worldwide right, title and interest in, to and under the New Articulator, including all rights and privileges in the related patent application more fully set forth on Exhibit A hereto and the related trademark rights more fully set forth on Exhibit B hereto, 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 jurisdiction, and (ii) rights to sue for infringement of the New Articulator, whether arising prior to or subsequent to the date of this Agreement, 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 Agreement not been made.

2. Representations and Warranties of Assignor. Assignor is the sole owner of the New Articulator, and has full right to transfer the New Articulator free and clear of any lien, encumbrance, pledge or charge.

3. Further Actions. Assignor agrees to execute and deliver any additional documents that Assignee may reasonably determine may be necessary, or that may be required under federal or international law, to perfect Assignee's ownership of any intellectual property rights in the New Articulator.

4. Amendment. Except as otherwise provided, this Agreement shall not be modified or amended except by written agreement signed on behalf of the parties hereto by their respective authorized officer.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party

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hereto may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of each other party.

6. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Michigan. Any action or proceeding of any kind brought upon or with respect to this Agreement shall be brought upon in the appropriate state or federal court located in the State of Michigan and the parties consent to venue therein.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof, and there are no prior agreements, understandings, restrictions, warranties, or representations between the parties with respect thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ACCU-BITE, INC.

By: William J. Costello
Name: WILLIAM J. COSTELLO
Title: CEO

DR. WILLIAM J. COSTELLO

William J. Costello

EXHIBIT B**TRADEMARK ASSIGNMENT**

This **TRADEMARK ASSIGNMENT** (this "Assignment") is entered into by William J. Costello, an individual residing at 904 Pebblebrook Lane, East Lansing, MI 48823 ("Assignor"), as assignor, in favor of Accu-Bite, Inc., a Michigan corporation with its principal place of business at 2 Industrial Park Drive, Williamston, MI 48895 ("Assignee"), as assignee, with reference to the following facts and circumstances:

Assignor is the proprietor of the following common law trademark (hereinafter, the "Trademark"):

<u>Patent Application Number</u>	<u>Application Date</u>	<u>Title</u>
Serial Number 78/586,834	March 14, 2005	TECHNICIAN'S CHOICE
Serial Number 78/586,866	March 14, 2005	MISCELLANEOUS DESIGN

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark, including all rights with respect thereto, and all Federal, State, and foreign registrations of same heretofore granted or applied for, any and all common law rights to the Trademark in the United States, any state thereof, and in foreign countries;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee the entire title and interest of Assignor in and to the Trademark set forth above, and all registrations and applications for registration of said Trademark together with the goodwill of the Trademark, as well as Assignor's entire right, title and interest in and to any and all claims and demands that Assignor may have either at law or in equity arising out of any past infringements.

TRADEMARK**REEL: 003273 FRAME: 0226**

Signed this 8 day of August, 2005

By:

William J. Costello
William J. Costello

STATE OF Michigan)
COUNTY OF EMMET)

On August 8, 2005, before me, Alison Lambert, Notary Public, personally appeared William J. Costello, 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 instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Alison Lambert
Notary Public

ALISON LAMBERT
NOTARY PUBLIC EMMET CO., MI
MY COMMISSION EXPIRES 08/31/08