

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Dental Power		06/28/2006	CORPORATION: CALIFORNIA
Dentistry 2000		06/28/2006	COMPANY: CALIFORNIA
John Schoeffel		06/28/2006	INDIVIDUAL: UNITED STATES

**RECEIVING PARTY DATA**

Name:	Discus Dental, Inc.
Street Address:	8550 Higuera Street
Internal Address:	c/o Dr. Nancy N. Quan
City:	Culver City
State/Country:	CALIFORNIA
Postal Code:	90232
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2959095	ENDOVAC
Registration Number:	1732053	VERSADOWEL
Registration Number:	2231805	TI-TEC TC
Serial Number:	75416440	DENTISTRY 2000
Serial Number:	73620857	PAC-160

**CORRESPONDENCE DATA**

Fax Number: (310)845-1513  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 310-845-8501  
 Email: NancyQ@DiscusDental.com  
 Correspondent Name: Discus Dental Inc.  
 Address Line 1: 8550 Higuera Street

CH \$140.00 2959095

Address Line 2: c/o Dr. Nancy N. Quan  
Address Line 4: Culver City, CALIFORNIA 90232

ATTORNEY DOCKET NUMBER:	TM1028US00
NAME OF SUBMITTER:	Nancy N. Quan
Signature:	/nancy n. quan/
Date:	07/25/2006

**Total Attachments: 5**

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## **ASSIGNMENT OF PROPRIETARY RIGHTS**

### **ASSIGNMENT (Intellectual Property)**

ASSIGNORS: Dental Power, Inc.  
24422 Del Prado, #11  
Dana Point, CA 92629

DENTISTRY 2000  
24422 Del Prado, #11  
Dana Point, CA 92629

John Schoeffel  
24422 Del Prado, #11  
Dana Point, CA 92629

ASSIGNEE: Discus Dental, Inc.  
8550 Higuera Street  
Culver City, CA 90232

### **ASSIGNED SUBJECT MATTER**

All intellectual property in which each ASSIGNOR has any right, title, or interest, including but not limited to all "Patents" (as hereinafter defined), all "Marks" (as hereinafter defined), all "Confidential Information" (as hereinafter defined), and all "Related Rights" (as hereinafter defined).

1. "Marks" is defined to include all trademarks and servicemarks listed on Schedule A, including any pending applications and registrations in the United States or in any foreign jurisdiction related to the trademarks or servicemarks listed on Schedule A.

2. "Copyrights" is defined to include all copyrights and applications for copyrights listed on Schedule B.

3. "Patents" is defined to include all patents and patent applications identified on Schedule C, any patents issuing on any patent applications (including the Patent Applications as that term is defined in the Asset Purchase Agreement, dated as of June 30, 2006 by and among Sellers and Buyer (the "Agreement")) identified on Schedule C, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing.

4. "Confidential Information" is defined to include, but not limited to, confidential information, financial information, member lists and information, marketing information, financial and technical trade secrets, techniques, processes, and know-how.

5. "Related Rights" is defined to include:

A. All goodwill of the business symbolized by the Marks:

B. All rights and causes of action to enforce the rights associated with each item referenced in paragraphs 1, 2, 3 and 4.A (collectively referred to herein as the "Assigned Subject Matter") in all countries, including all rights to claim and recover damages and compensation for past or continuing infringements of or violation of rights to any item of Assigned Subject Matter in all relevant jurisdictions and all rights to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patents, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding.

NOW, THEREFORE, as part of the transfer of certain business and assets to which the Assigned Subject Matter is related, and for good and valuable consideration, the receipt of which from ASSIGNEE is hereby acknowledged, each of the ASSIGNORS does hereby sell, assign, transfer and set over to ASSIGNEE, its successors and assigns, the entire right, title and interest in and to each and every item of said Assigned Subject Matter.

Each ASSIGNOR hereby covenants that such ASSIGNOR has full right to convey the entire interest herein assigned and that such ASSIGNOR has not executed and will not execute any agreement in conflict herewith.

Each ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue the Assigned Subject Matter to the ASSIGNEE, its successors and assigns, in accordance with the terms of this instrument.

Each ASSIGNOR further agrees that it will communicate to ASSIGNEE any facts known to such ASSIGNOR respecting the Assigned Subject Matter, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths and declarations, and generally do everything reasonably possible to aid ASSIGNEE to perfect title to, and obtain and enforce in all countries the properties and rights which comprise the Assigned Subject Matter.

The terms and conditions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon each ASSIGNOR, its successor, assigns and other legal representatives.

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<b>SCHEDULE C</b>					
<b>Country/Type</b>	<b>Title</b>	<b>Serial No.</b>	<b>Filed</b>	<b>Issue No./ Pub. No.</b>	<b>Issue date/Pub. D</b>
<b>Patents</b>					
US Utility	Endodontic Files	08/419813	11-Apr-95	5,503,554	2-Apr-96
US Utility	Method and Apparatus For Evacuation of Root Canal	10/387804	13-Mar-03	6,997,714	14-Feb-06
US Utility- CIP	Apparatus for Evacuation Of Root Canal	11/152942	13-Jun-05	US 2005-0287498	29-Dec-05
US- Provisional	Apparatus for Evacuation Of Root Canal	60/579915	14-Jun-04	N/A	N/A
International-PCT	Apparatus for Evacuation Of Root Canal	US2005/021039	14-Jun-05	WO2005/122943	29-Dec-05
US Utility	Tooth Dowels	07/857,117	25-Mar-92	5,178,540	12-Jan-93
<b>SCHEDULE A</b>					
<b>Trademark</b>					
<b>Country/Type</b>	<b>Title</b>	<b>Serial No.</b>	<b>Filed</b>	<b>Registration No.</b>	<b>Registration Da</b>
US	ENDOVAC	76552533	29-Sep-03	2959095	7-Jun-05
US	VERSADOWEL	74137058	7-Feb-91	1732053	10-Nov-92
US	TI-TEC TC	75383215	3-Nov-97	2231805	16-Mar-99
US	DENTISTRY 2000	75416440	12-Jan-98	Never Registered	
US	PAC-160	73620857	19-Sep-86	Never Registered	