# \$40.00 2962494

## 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
Compass Bank		06/02/2009	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	American Dental Airsonic Technologies, Inc.
Street Address:	5655 Bear Lane
City:	Corpus Christi
State/Country:	TEXAS
Postal Code:	78405
Entity Type:	CORPORATION: TEXAS

# PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2962494	FLEXIJET

# **CORRESPONDENCE DATA**

Fax Number: (248)647-5210

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 248-647-6000

Email: docket@patlaw.com

Correspondent Name: Douglas W. Sprinkle/Ilh

Address Line 1: PO Box 7021

Address Line 4: Troy, MICHIGAN 48007-7021

ATTORNEY DOCKET NUMBER:	ADL-21219/04
NAME OF SUBMITTER:	Douglas W. Sprinkle
Signature:	/dws/
Date:	05/16/2011

TRADEMARK REEL: 004541 FRAME: 0348

900191927

# Total Attachments: 6

source=Compass Bank-ADAT Bill of Sale#page1.tif source=Compass Bank-ADAT Bill of Sale#page2.tif source=Compass Bank-ADAT Bill of Sale#page3.tif source=Compass Bank-ADAT Bill of Sale#page4.tif source=Compass Bank-ADAT Bill of Sale#page5.tif source=Compass Bank-ADAT Bill of Sale#page6.tif

## BILL OF SALE and GENERAL ASSIGNMENT

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF NUECES	Ş	

THAT Compass Bank ("Secured Party" and "Seller"), is the holder of a security agreement covering certain personal property ("Property") located in Nueces County, Texas heretofore owned by American Medical Technologies, Inc. ("Debtor"), a Delaware corporation; that Debtor has defaulted on an obligation to Secured Party which was secured by Property; that Secured Party has exercised it post-default remedies pursuant to Section 9.609, Texas Business and Commerce Code ("Code"); and, that pursuant to this transfer, Transferee acquires all of Debtor's rights in the Property as a consequence of Secured Party exercising it's rights under the Code.

NOW THEREFORE, for and in consideration of the payment of the sum of TEN DOLLARS (\$10.00), the receipt of which is hereby acknowledged, Seller does hereby GRANT, BARGAIN, SELL, TRANSFER and ASSIGN to American Dental Airsonic Technologies, Inc. ("Transferee" and "Buyer"), a Texas corporation and Buyer's successors and assigns, the following Property located in Nueces County Texas:

- i) Inventory of Debtor as described on attached Exhibit A;
- ii) Accounts receivable of Debtor as described on attached Exhibit B; and
- iii) General intangibles of Debtor, including, without limitation, the assets described on attached Exhibit C.

To have and to hold, all and singular, the said Property to Buyer and Buyer's successors and assigns, to Buyer's use forever.

Seller warrants that pursuant to §§ 9.609 and 9.620 of the Code, it has legal possession of the herein described Property and hereby delivers title thereto to Buyer free and clear of any and all liens, security agreements and encumbrances. No warranty or representation exists as to the existence of inventory listed on Exhibit A, the collectibility of accounts receivable on Exhibit B, the ownership, enforcement, validity or existence of patents and trademarks on Exhibit C or the merchantability or fitness for use, or a particular purpose of Property. SELLER IS SELLING THE PROPERTY ON AN "AS IS" AND "WHERE IS" BASIS AND DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO SUCH PROPERTY.

Subject to this limited warranty, Seller herein binds Seller, its successors and assigns, to warrant and defend the title to the Property described herein to Buyer, and Buyer's successors and assigns, forever against every person whomsoever lawfully claiming or to claim such herein described Property, by through and under Seller only, but not otherwise.

347114/3702.10/MAM/June02

## Further Assurances:

Seller agrees to execute and deliver any additional documents and to perform any additional acts reasonably necessary or appropriate to carry out the intent of this Bill of Sale in transferring the Property to Buyer.

This Bill of Sale shall be effective as to the transfer of Property listed herein as of June 2, 2009.

Buyer represents and warrants that it has no knowledge of any defects of sale, is not buying in collusion with any party, and is acting in good faith in purchasing the above described Property.

Dated this 2<sup>nd</sup> day of June 2009.

# SELLER:

Compass Bank

BUYER:

American Dental Airsonic Technologies, Inc.

stings, senior vice president

Name: Mark Williams

Title: President

Attested to by:

Name: John Ballard Title: Secretary

347114/3702.10/MAM/June02

#### ACKNOWLEDGMENT

STATE OF TEXAS COUNTY OF NUECES

ş 8

This instrument was acknowledged before me on June 2, 2009, by Frank Hastings, senior vice president of Compass Bank, acting in such capacity on behalf of the bank.

STATE OF TEXAS COUNTY OF NUECES SANDRA BECKNELL
Notary Public
STATE OF TEXAS

My Comm. Exp.Sept. 12, 2012

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otary Public, State of Texas

This instrument was acknowledged before me on June 2, 2009, by Mark Williams, President of American Dental Airsonic Technologies, Inc. acting in such capacity on behalf of the corporation.



SANDRA BECKNELL
Notary Public
STATE OF TEXAS
My Comm. Exp.Sept. 12, 2012

Admara Blownell Notary Public, State of Texas

STATE OF TEXAS COUNTY OF NUECES § §

This instrument was acknowledged before me on June 2, 2009, by John Ballard, Secretary of American Dental Airsonic Technologies, Inc. acting in such capacity on behalf of the corporation.

THE STREET

SANDRA BECKNELL Notary Public STATE OF TEXAS My Comm. Exp.Sept. 12, 2012

Notary Public State of Texas

347114/3702.10/MAM/June02

American Medical Technologies, Inc. FILE LIST 29-May-09

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FILE NO.	COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO./ ISSUE DATE	STATUS
Our File: ADL-10099/04	United States	LASER TRAINING SEMINAR: A PREVIEW File Type: Copyright		PAU1618-970 4/8/1992	ISSUED
Our File: ADL-10199/04	United States	OPERATION OF THE AMERICAN DENTAL LASER Nd: YAG 300 File Type: Copyright		PAU1618-969 4/8/1992	ISSUED
Our File: ADL-12602/04	United States	DENTAL AIR ABRASIVE SYSTEM File Type: Patent	07/804,886 12/6/1991	5,334,019 8/2/1994	ISSUED
Our File: ADL- 12602/04MFF	United States	DENTAL AIR ABRASIVE SYSTEM File Type: Maintenance Fee File	07/804 <b>,</b> 886 12/6/1991	5,334,019 8/2/1994	ISSUED
Our File: ADL-12603/04	United States	DENTAL AIR ABRASIVE SYSTEM File Type: Patent	283,999 8/1/1994	5,752,829 5/19/1998	ISSUED
Our File: ADL- 12603/04MFF	United States	DENTAL AIR ABRASIVE SYSTEM File Type: Maintenance Fee File	283,999 8/1/1994	5,752,829 5/19/1998	ISSUED
Our File: ADL-12905/04	United States	DENTAL TREATMENT SYSTEM File Type: Patent	08/662,435 6/10/1996	5,746,596 5/5/1998	ISSUED
Our File: ADL- 12905/04MFF	United States	DENTAL TREATMENT SYSTEM File Type: Maintenance Fee File	08/662,435 6/10/1996	5,746,596 5/5/1998	ISSUED
Our File: ADL-14919/04	United States	KCP File Type: Trademark	74/244,688 2/10/1992	1,851,915 8/30/1994	ISSUED
Our File: ADL-15702/04	United States	METHOD FOR PREPARING TOOTH STRUCTURE File Type: Patent	862,968 4/3/1992	5,275,561 1/4/1994	ISSUED

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FILE NO.	COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO./ ISSUE DATE	STATUS
Our File: ADL- 15702/04MFF	United States	METHOD FOR PREPARING TOOTH STRUCTURE File Type: Maintenance Fee File	862,968 4/3/1992	5,275,561 1/4/1994	ISSUED
Our File: ADL-15703/04	United States	RE-EXAM OF USPN 5,275,561 File Type: Patent	90/003,619 11/2/1994	BI 5,275,561 4/16/1996	ISSUED
Our File: ADL-16903/04	United States	CURING SYSTEM FOR PHOTOHARDENABLE MATERIALS File Type: Patent	09/399 <sub>3</sub> 889 9/21/1999	6,309,216 10/30/2001	ISSUED
Our File: ADL- 16903/04MFF	United States	CURING SYSTEM FOR PHOTOHARDENABLE MATERIALS File Type: Maintenance Fee File	09/399 <sub>3</sub> 889 9/21/1999	6,309,216 10/30/2001	ISSUED
Our File: ADL-17319/04	United States	WHISPERJET and Design File Type: Trademark	582,169 10/3/1994	2,049,516 4/1/1997	ISSUED
Our File: ADL- 18326/04MFF	Canada	MEASURING PROBE File Type: Maintenance Fee File	533,349 3/30/1987	1,288,938 9/17/1991	ISSUED
Our File: ADL-19619/04	United States	WHISPER AIRE File Type: Trademark	76/214,858 2/23/2001	2,767,411 9/23/2003	ISSUED
Our File: ADL-20617/04	United States	MULTI PURPOSE DENTAL UNIT File Type: Design Patent	29/068,444 4/8/1997	D413,674 9/7/1999	ISSUED
Our File: ADL-20919/04	United States	ULTRACAM File Type: Trademark	74/466,827 12/3/1993	1,868,148 12/20/1994	ISSUED
Our File: ADL-21219/04	United States	FLEXIJET File Type: Trademark	78/372,066 2/23/2004	2,962,494 6/14/2005	ISSUED
Our File: ADL-21619/04	United States	HYDROBRASION File Type: Trademark	78/476,199 8/31/2004	3,163,640 10/24/2006	ISSUED

RECORDED: 05/16/2011

FILE NO.	COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT or REG. NO./ ISSUE DATE	STATUS
Our File: ADL-21622/04	Australia	HYDROBRASION File Type: Foreign Trademark	1036795 1/7/2005	1,036,795 1/7/2005	ISSUED
Our File: ADL-21633/04	Europe	HYDROBRASION File Type: Foreign Trademark	004126215 11/5/2004	004126215 1/26/2006	ISSUED
Our File: ADL-21643/04	Japan	HYDROBRASION File Type: Foreign Trademark	2005-0013 <b>8</b> 2 1/12/2005	4864080 5/13/2005	ISSUED
Our File: ADL-22222/04	Australia	HYDRO JET (LOGO) File Type: Foreign Trademark	1104500 3/21/2006	1104500 7/26/2006	ISSUED
Our File: ADL-22233/04	Europe	HYDRO JET (LOGO) File Type: Foreign Trademark	005013991 3/21/2006	005013991 4/11/2007	ISSUED
Our File: ADL-22243/04	Japan	HYDRO JET (LOGO) File Type: Foreign Trademark	2006-025323 3/22/2006	5007166 1/21/2006	ISSUED