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PATENTS ONLY

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TO THE ASSISTANT COMMISSIONER FOR PATENTS: Please record the attached original

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1. Name of conveying party(ies): (If multiple assignors, list numerically) **OPR/FINANCE** Name and address of receiving party(ies):

Nitto Kogyo Col., Ltd.

Name: International Dental Products Inc.

Internal Address:

Street Address: 5055 Canyon Crest Drive

City: Riverside State: CA ZIP: 92507

Additional name(s) of conveying party(ies) attached?

() Yes (X) No

Additional name(s) of receiving party(ies) attached?

() Yes (X) No

3. Nature of conveyance:

(X) Assignment
() Merger
() Security Agreement
() Change of Name
() Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) September 24, 1996

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

() Application(s) filed herewith Execution Date(s):

() Patent Application No.:
Filing Date:(X) Patent No.: 5,466,242
Issue Date: November 14, 1995

Additional numbers attached? () Yes (X) No

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

Name: Darrell L. Olson
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995

Internal Address: Sixteenth Floor

Street Address: 620 Newport Center Drive

City: Newport Beach State: CA ZIP: 92660

Attorney's Docket No.: SMAMED.000GEN

7. Total fee (37 CFR 3.41): \$40

(X) Enclosed

(X) Authorized to be charged to deposit account if any additional fees are required, or to credit any overpayment

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and patents involved:
One

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.

Darrell L. Olson
Name of Person Signing

Darrell L. Olson
Signature

9/17/99
Date

28,247
Registration No.

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

Mail documents to be recorded with required cover sheet information to:

09/22/1999 DNGUYEN 00000121 5466242

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Assistant Commissioner for Patents
Box Assignments
Washington, D.C. 20231

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ASSIGNMENT

NITTO KOGYO CO., LTD., a Japanese corporation ("Nitto Kogyo"), having its principal place of business at Chunichi Building 12F, 1-1 Sakae 4-chome, Naka-ku Nagoya 460, Japan, in consideration of Ten Dollars (\$10) and other good and sufficient consideration, the receipt of which is hereby acknowledged, by these presents has sold, assigned, transferred and set over, and by these presents sells, assigns, transfers and sets over unto INTERNATIONAL DENTAL PRODUCTS, INC. ("IDP"), 5055 Canyon Crest Drive, Riverside, California 92507, U.S.A., as assignee, and its successors, assigns and legal representatives, effective upon execution by the undersigned, its entire right, title and interest for all countries, in and to the invention described in Letters Patent of the United States, Number 5,466,242, entitled "Stent for Biliary, Urinary or Vascular System," and all the rights and privileges under said Letters Patent and Japanese Patent Number ~~211,781~~ ^{211,781}, issued on ~~2/7/74~~ ^{2/7/74} / ~~2/7/74~~ ^{2/7/74}, and all reissues and extensions thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States patent under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and all applications for industrial property protection, including without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications; and all forms of industrial property protection, including without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

NITTO KOGYO hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any Official of any country or countries foreign to the United States whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid to issue the same to IDP, its successors, assigns and legal representatives, or to such nominees as it may designate.

NITTO KOGYO agrees that, when requested, it will, without charge to IDP but at its expense, sign all papers, take all rightful oaths and do all acts, which may be necessary, desirable or convenient for securing and maintaining patents in any and all countries and for vesting title thereto in the name of IDP, its successors, assigns and legal representatives or nominees.

NITTO KOGYO authorizes and empowers IDP, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent or other form of protection for the inventions filed by it or them, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Nitto Kogyo.

NITTO KOGYO hereby consents that a copy of this assignment be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose and more particularly in proof of the right of assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may be substituted for it.

NITTO KOGYO covenants with IDP, its successors, assigns and legal representatives or nominees that the rights and property herein conveyed are free and clear of any encumbrance and that it has full right to convey the same as herein expressed.

This Assignment has been executed by the undersigned on the date opposite the signature below.

NITTO KOGYO COMPANY, LIMITED

Date: SEP. 24. 1996

By: Tatsumi Ikeyama
Tatsumi Ikeyama, President

Corporate Seal: Nitto Kogyo Co., Ltd.

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is made as of this 24 day of September, 1996 between NITTO KOGYO CO., LTD., a Japanese corporation ("Nitto Kogyo") and INTERNATIONAL DENTAL PRODUCTS, INC., a California, U.S.A. corporation ("IDP"), with reference to the following recitals of fact:

RECITALS

A. Dr. Katsushi Mori, of 3-1-810, Nishimidorigaoka 1-chome, Toyonaka-shi, Osaka, Japan ("Dr. Mori") is the original inventor of that certain medical device, commonly referred to as the Stent for Biliary, Urinary or Vascular System (the "Device").

B. The Device is covered by United States Patent #5,466,242, issued on November 14, 1995 (the "U.S. Patent") and Japanese Patent # 211781 issued on 1992 and # 9784, issued on 1994, ~~1996~~ (the "Japanese Patent"). The U.S. Patent and the Japanese Patent are collectively referred to herein as the "Patents."

C. On or about September 18, 1996, Dr. Mori transferred and assigned all right, title and interest in and to the Device and the Patents to Nitto Kogyo. A copy of said Assignment document is attached hereto as Exhibit A and incorporated herein by this reference.

D. Nitto Kogyo desires to transfer and assign to IDP all right, title and interest in and to the Device and the Patents and IDP desires to receive such assignment from Nitto Kogyo, in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Assignment. By execution of that certain Assignment between the parties hereto, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference, Nitto Kogyo hereby assigns to IDP all right, title and interest in and to the Device and the Patents (the "Assignment").

2. Acceptance of Assignment. IDP hereby accepts the Assignment from Nitto Kogyo.

3. Compensation. In consideration of the Assignment, IDP shall pay royalties to Nitto Kogyo on a semi-annual basis at the rate of twenty percent (20%) of the Net Revenues received by IDP, as that term is defined below, until the royalties paid to Nitto Kogyo have reached the total sum of Five Million Dollars U.S. (\$5,000,000.00). Said royalties will be due and payable to Nitto Kogyo by IDP on the 30th day of the month following each six-month anniversary of this Agreement for the preceding six-month period. For purposes of this Agreement, "Net Revenues" shall be defined as the revenues billed and actually collected by IDP, (or its subsidiary), from sales of products made hereunder, net of all applicable discounts, returns, and credits in the ordinary cost of business, collection costs, advertising and marketing costs, promotion costs, packaging costs, and sales taxes. Net Revenues shall not include revenues received by IDP if the selling price is less than IDP's cost.

4. Royalty Accounting. During the period that IDP shall pay royalties to Nitto Kogyo, Nitto Kogyo shall have the right to demand an annual accounting of the books and records of account of IDP with regard to sales of products made under the Patents for the preceding twelve-month period. In the event that Nitto Kogyo requests an accounting, Nitto Kogyo shall retain an independent certified public accounting firm of its choice to inspect such books and records on the premises of IDP during business hours on not less than 14 days written notice.

(a) If the inspection reveals an underpayment in an amount of ten percent (10%) or more of the actual amount due to Nitto Kogyo, IDP shall be responsible for the accounting fees and costs incurred by the investigation. IDP shall pay the amount of the underpayment to Nitto Kogyo within five days of receiving notice thereof.

(b) If the inspection reveals an underpayment in an amount less than ten percent (10%) of the actual amount due to Nitto Kogyo, Nitto Kogyo shall be responsible for the accounting fees and costs incurred by the investigation. IDP shall pay the amount of the underpayment, if any, within five days of receiving notice thereof. Nitto Kogyo shall pay to IDP the amount of any overpayment within 48 hours of receiving notice thereof.

5. Confidentiality. The parties will each regard and preserve the terms of this Agreement as strictly confidential and not divulge the same to third parties without the prior consent of the other party.

6. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties to this Agreement. This Agreement may neither be assigned or transferred by either party without first obtaining the written consent of the other party. Notwithstanding the

foregoing, either party may assign this Agreement to an entity which is owned or controlled by that party or to an entity which acquires a controlling interest in the assigning party.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, U.S.A. Any and all proceedings relating to the subject matter hereof shall be maintained in the courts of the state of California or the U.S. Federal district courts sitting in California, which courts shall have exclusive jurisdiction for such purpose. In the event of the bringing of any action arising out of or relating to this Agreement, then the party in whose favor the final judgment or award shall be entered shall be entitled recover from the other party the related costs and expenses, including reasonable attorneys' fees.

8. Amendments and Waivers. Any amendment or other modification of this Agreement shall be in writing and signed by each of the parties to this Agreement. The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

9. Notices. All notices to be given under this Agreement by one party to another shall be in writing and will be personally delivered or sent by confirmed facsimile transmission, overnight letter or certified mail, proper postage prepaid at the address specified below.

If to Nitto Kogyo:

Chunichi Building 12F
1-1 Sakae 4-chome
Naka-ku, Nagoya 460 Japan

If to IDP:

5055 Canyon Crest Drive
Riverside, California 92507
U.S.A.

10. Entire Agreement. This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the day and year first above written.

NITTO KOGYO CO., LTD.

INTERNATIONAL DENTAL
PRODUCTS, INC.

By: 

Tatsumi Ikeyama
President

By: 

Kouichi Cliff Itoh, DDS.
President