

08-14-2001



101810056

To the Assistant Commissioner of Patents

1. Name of conveying party(ies):

Wolfgang Orthuber
Helge Fischer-Brandies

8-8-01

Additional name(s) of conveying party(ies) yes no

3. Nature of conveyance:

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

Execution Date: March 15, 2001

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

Name: OraMetrix, Inc.

Internal Address:

Street Address: 12740 Hillcrest Road
Suite 100

City: Dallas State: TX ZIP: 75230

Additional name(s) & address(es) yes no

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

4,656,860

Additional numbers yes no

Additional numbers yes no

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

Thomas A. Fairhall
McDonnell Boehnen Hulbert & Berghoff
300 S. Wacker Drive
Chicago, Illinois 60606 USA

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to charge to Deposit account

8. Deposit account number: 13-2490

08/13/2001 DBYRNE 00000154 4656860

01 FC:581 40.00 DP

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.

Thomas A. Fairhall
Name of Person Signing

Thomas A. Fairhall
Signature

August 6, 2001
Date

Total Number of pages including cover sheet, attachments and copies: 12

PATENT ACQUISITION AGREEMENT

This Patent Acquisition Agreement is made as of February _____, 2001, among OraMetrix, Inc., a Delaware corporation (the "Company") and Wolfgang Orthuber, an individual residing in Germany and Helge Fischer-Brandies, an individual residing in Germany (collectively, the "Sellers").

WHEREAS, Sellers are the owners of the inventions and improvements (the "Inventions") disclosed in the patents described on Exhibit A attached hereto and incorporated herein (the "Patents") and the related know-how, trade secrets and intellectual property.

WHEREAS, the Company desires to purchase from Sellers, and Sellers desire to sell to the Company the entire right, title and interest in and to the Inventions, Patents and Intellectual Property (as defined below).

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

ARTICLE I. PURCHASE AND SALE OF PATENTS

Section 1.01 Purchase and Sale of Patents and Intellectual Property. Subject to the terms and conditions set forth herein, the Sellers hereby agree to sell to the Company, and the Company hereby agrees to purchase from Sellers, all of the right, title and interest of Sellers in and to the Inventions, the Patents, and the related know-how, trade secrets and intellectual property, including without limitation, all confidential information, methods, ideas, concepts, procedures, specifications and research and development related to the Inventions and Patents and including without limitation, the Patents and Inventions described on Exhibit A attached hereto (collectively, the "Intellectual Property").

Section 1.02 Consideration. In full consideration for the sale of the Inventions, Patents and Intellectual Property, the Company agrees to issue to Sellers the number of shares of common stock of the Company, par value \$0.0001 per share ("Company Common Stock") as follows (collectively, "the "Shares"):

- | | | |
|----|--------------------------|---|
| a. | Helge Fischer – Brandies | 5,000 Shares of Company Common Stock; and |
| b. | Wolfgang Orthuber | 15,000 Shares of Company Common Stock. |

Section 1.03 Closing. The closing of the purchase and sale of the Inventions, Patents and Intellectual Property (the "Closing") and the issuance of the Shares in connection therewith, shall take place at the offices of the Company, on the date hereof or at such other time (the "Closing Date") and place as the Company and Sellers may mutually agree.

Section 1.04 Closing Deliveries. Upon receipt of the executed Assignment (herein so called) in the form attached hereto as Exhibit B and all books and records relating to use of the Inventions, Patents and the Intellectual Property and original versions of the Patents from Seller, the Company shall deliver to each of the Sellers stock certificates representing the Shares registered in the name of the respective Sellers.

ARTICLE II. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Sellers as follows, which representations and warranties are made solely by the Company and not by any officer or director of the Company. No officer or director of the Company, including without limitation the officer signing this Agreement on behalf of the Company, shall have any personal liability for these representations and warranties.

Section 2.01 Organization and Standing; Articles and Bylaws. The Company is a corporation duly organized and existing under the laws of the State of Delaware and is in good standing under such laws. The Company is duly qualified to do business and is in good standing in each jurisdiction in which the character of the business conducted by it or the location of the properties owned or leased by it make such qualification necessary, except for jurisdictions in which the failure to so qualify would not have a material adverse effect on the financial condition, operations and business of the Company as a whole.

Section 2.02 Corporate Power. The Company has all requisite legal and corporate power to execute and deliver this Agreement, to issue the Shares hereunder and to carry out and perform its obligations under the terms of this Agreement.

Section 2.03 Authorization. All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization, execution, delivery and performance of this Agreement and the authorization, issuance and delivery of the Shares has been taken. The Shares, when issued, will be duly authorized and validly issued and be fully paid and nonassessable, free of any restrictions on transfer other than restrictions under applicable federal and state securities laws.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Except as set forth on the Schedule of Exceptions attached hereto as Exhibit C, each of the Sellers jointly and severally represent and warrant:

Section 3.01 Authorization. Each of the Sellers has all requisite power and authority to execute and deliver this Agreement and the Assignment (collectively, the "Operative Agreements") and to perform Sellers' obligations thereunder. The execution, delivery and performance of the Operative Agreements by Sellers have been duly authorized by all necessary action of Sellers. The Operative Agreements have been duly executed and delivered by the Sellers and are a legal, valid and binding agreement of each of the Sellers, enforceable against the Sellers in accordance with their respective terms, except as enforceability may be limited by principles of bankruptcy, public policy or equitable considerations.

Section 3.02 Patents and Intellectual Property. Sellers are the sole owners of the Inventions, Patents and Intellectual Property and have the right to make an assignment thereof. Except as set forth in Exhibit C, there are no outstanding prior assignments, licenses, or other encumbrances on the Inventions, Patents and Intellectual Property. Except as set forth on Exhibit C, Sellers are not the owners of, nor inventors of, any other patents or patent applications, either U.S. or Foreign, covering or closely related to the inventions or improvements described in the Patents and have no notice of or knowledge that the Patents are not valid and in full force and effect and enforceable. Neither of the Patents is the subject of any claim or challenge asserted by a third party, including, without limitation, any opposition proceeding in any patent office, nor to the knowledge of Sellers, is there any basis upon which such a claim or challenge could be made. Sellers have no notice of, knowledge of, or knowledge of a basis for, any claim (a) involving the infringement of any proprietary right of any third party by use of the Patents or Intellectual Property, (b) restricting or preventing Sellers' use of the Patents or Intellectual Property, or (c) that would restrict or prevent the Company from using the Patents. Sellers have taken all reasonable actions necessary or required to be taken to preserve, renew or maintain the Patents.

Section 3.03 No Conflict. The execution, delivery and performance by Sellers of the Operative Agreements will not violate any law, statute, rule, regulation, order, judgment or decree of any court, arbitrator, administrative agency or other governmental body applicable to either Seller, or result in any breach of any of the terms, conditions, or provisions of, or constitute a default under any note, indenture, mortgage, lease agreement or other agreement, contract or instrument to which either Seller is a party or by which any of Sellers' property, including the Inventions, Patents and Intellectual Property, is bound or affected.

Section 3.04 Investment Representations.

- (a) Sellers understand that the representations and warranties set forth in this Section 3.04 are being provided to, and relied upon by, the Company to determine whether the Shares may be issued to Sellers pursuant to Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act") and similar exemptions from applicable state securities laws.
- (b) Information contained herein as it relates to Sellers is complete and accurate in all material respects and may be relied upon by the Company in determining the availability of an exemption from registration under federal and state securities laws in connection with the offering and sale of securities as described in this Agreement.
- (c) Sellers are acquiring the Shares for their own account, for investment and not with a view to the distribution of the same of such Shares.
- (d) Sellers understand that the Shares have not been registered under the Securities Act or with any state authority, and that neither the Securities and Exchange Commission nor any state securities commission has approved any of the Shares or passed upon or endorsed the merits of the offering or sale of Shares or confirmed the accuracy or determined the adequacy of any materials or information presented or made available to Sellers in connection with this transaction, none of which has been reviewed by any federal, state or other regulatory authority.
- (e) Sellers acknowledge that the documents, records, and books pertaining to the investment in the Shares have been made available for inspection by Sellers and, if requested, Sellers' attorney, financial advisor, accountant, purchaser representative or tax advisor (collectively, the "Advisors"), and that the Company has advised the Sellers to consult with their Advisors regarding the terms of this investment and suitability of the investment in light of Sellers' financial considerations and needs, and after due consideration, Sellers have determined that the investment in the Shares is suitable.
- (f) Sellers and Sellers' Advisors have had the opportunity to obtain any additional information necessary to verify the accuracy of the information contained in documents received or reviewed in connection with the purchase of the Shares and have had the opportunity to meet with representatives of the Company and to have them answer questions and provide additional information regarding the terms and conditions of this investment and the finances, operations, business and prospects of the Company deemed relevant by Sellers, and any such questions have been answered and requested information provided to Sellers' full satisfaction.
- (g) Sellers understand that Sellers must bear the economic risk of an investment in the Shares indefinitely because none of the Shares may be sold, pledged or otherwise transferred unless subsequently registered under the Securities Act and applicable state securities laws or unless an exemption from registration is available; that there is no market for the Shares and it is unlikely one will develop; and that each certificate representing the Shares will bear substantially the following legend until such restriction is no longer required by law:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE
HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT
OF 1933, AS AMENDED, OR UNDER THE APPLICABLE
SECURITIES LAWS OF ANY STATE, AND MAY NOT BE SOLD,

ASSIGNED, TRANSFERRED, PLEDGED OR OTHERWISE
DISPOSED OF EXCEPT IN COMPLIANCE WITH THE
REQUIREMENTS OF ALL SUCH LAWS.

- (h) Each of the Sellers has a sufficient net worth to sustain a loss of his or her entire investment in the Company in the event such a loss should occur and each of Sellers' overall commitment to investments that are not readily marketable is not excessive in view of each of Sellers' net worth and financial circumstances.
- (i) Each Seller is an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act, with which each of the Sellers is familiar, or has been advised of through such Sellers' Advisors.

ARTICLE IV.
INDEMNIFICATION

Section 4.01 Indemnification by Sellers. The Sellers, jointly and severally, covenant and agree that they will indemnify, defend, protect and hold harmless the Company and its officers, directors, employees, stockholders, agents, representatives and affiliates (collectively, the "Indemnified Persons") for a period of four (4) years from the Closing Date against all claims, damages, actions, suits, proceedings, costs and expenses, including without limitation reasonable attorneys' fees ("Damages"), incurred by such Indemnified Persons as a result of or incident to (a) any breach of any representation, warranty, covenant or agreement of either Sellers under this Agreement and (b) any claim, cause of action or litigation pending against any of the Sellers with respect to the Inventions, Patents or Intellectual Property at the Closing or which is commenced after the Closing Date but is based on or arises out of any event or condition which occurred or existed prior to the Closing Date.

Section 4.02 Indemnification by Company. The Company covenants and agrees that it will indemnify, defend, protect and hold harmless the Sellers for a period of four (4) years following the Closing Date against all Damages incurred by Sellers as a result of any breach of any representation, warranty, covenant or agreement of the Company under this Agreement.

ARTICLE V.
CONFIDENTIALITY

Section 5.01 Confidentiality. The Sellers shall keep confidential and not divulge to any third party any Confidential Information regarding the Inventions, Patents and Intellectual Property conveyed hereunder. "Confidential Information" shall mean all information in any form, including, without limitation, printed or verbal communications and information stored in printed, optical or electromagnetic format, which relates to the Inventions, Patents and Intellectual Property, including without limitation, drawings, diagrams, know-how, processes and techniques, service and repair manuals, research and development information, specifications, designs, plans, proposals, and technical data; provided that Confidential Information shall not include (i) information lawfully in the public domain through no violation of a duty of confidentiality; or (ii) information received from a third party without restriction or breach of this or a similar agreement.

Section 5.02 Remedy for Breach. Any breach of this Article V by the Sellers, which does or may result in loss of confidentiality of the Confidential Information, would cause irreparable harm to the Company for which money damages would not be an adequate remedy. In the event of any threatened or actual breach of this Article V by the Sellers, the Company will have the right to seek injunctive relief against any threatened, continuing or further breach by the Sellers, without the necessity of proof of actual damages, in addition to any other right which the Company may have under this Agreement, or otherwise in law or in equity.

ARTICLE VI.
MISCELLANEOUS

Section 6.01 Governing Law. This Agreement shall be governed in all respects by the laws of the State of Delaware without reference to conflict of law principles thereof.

Section 6.02 Successors and Assigns. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto, provided, however, that the rights of the Sellers to issuance of the Shares shall not be assignable without the consent of the Company.

Section 6.03 Entire Agreement; Amendment. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof and supersede all prior discussions and agreements. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the Company and each of the Sellers.

Section 6.04 Further Assurances. The Company and each of Sellers shall deliver or cause to be delivered to the other parties hereto such additional instruments and take such other actions as the other may reasonably request for the purpose of effecting and carrying out the intent of this Agreement.

Section 6.05 Notices, etc. All notices which either party is required or may desire to serve upon any other party shall be in writing and addressed to the party to be served as follows:

- (a) if to the Company, at the address on the signature page

with a copy to:

Bracewell & Patterson LLP
500 North Akard, Suite 4000
Dallas, Texas 75201
Attn: Janice Z. Davis

- (b) if to any or all of the Sellers:

At the addresses set forth on the signature page hereto.

Any such notice may be served personally or by facsimile (provided written confirmation of receipt is immediately obtained or a hard copy is concurrently sent by internationally commercially recognized overnight delivery service), internationally commercially recognized overnight delivery service (such as Federal Express or DHL) or courier. Notice shall be deemed served upon personal delivery or two business days following the date sent.

Section 6.06 Expenses. The Company and the Sellers shall each bear their own expenses and legal fees with respect to this Agreement and the transactions contemplated hereby; provided however, that, the Company shall pay the recording fees with respect to the Assignment and other expenses relating to the actual transfer of the Patents.

Section 6.07 Counterparts. This Agreement may be executed in one or more counterparts, each of which may be executed by less than all of the Sellers, each of which shall be enforceable against the parties, and all of which together shall constitute one instrument.

Section 6.08 Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.

[THE REMAINDER OF PAGE, INTENTIONALLY LEFT BLANK]

The foregoing Agreement is hereby executed as of the date first written above.

"COMPANY"

ORAMETRIX, INC.
a Delaware corporation


By: _____


Rudger Rubbert

Address:

OraMetrix, Inc.
12740 Hillcrest Road
Suite 100
Dallas, Texas 75230

"SELLERS"



Wolfgang Orthuber

Address:

Preusserstraße 12
24105 Kiel, Germany



Helge Fischer-Brandies

Address:

Falkenried 32 c
20251 Hamburg, Germany

EXHIBIT A

Patents

1. United States Patent No. 4,656,860 entitled, "Dental Apparatus for Bending and Twisting Wire Pieces"
2. European Patent No. EP 0 161 400 "Zahntechnisches Verfahren zum Biegen und Tordieren eines Drahtstückes"
3. Any and all related know-how, trade secrets and other intellectual property in the inventions or improvements disclosed in the Patents described in Items 1 and 2 above, and all other applications or Patents, both United States and foreign, which the undersigned may file or have filed, either solely or jointly with others, on the invention and improvements disclosed in the above referenced Patents and in any and all Letters Patent of the United States and foreign countries, which may be obtained on any of said applications, any reissue or extension of such patents, and the priority right provided by the International Convention.

EXHIBIT B

Assignment

(see attached)

Patent Acquisition Agreement (OraMetrix, Inc.)

135064.1 -Exhibit B

PATENT
REEL: 012043 FRAME: 0742

EXHIBIT C

Sellers' Schedule of Exceptions

[None]

Die vorstehend, heute vor mir gefertigten Unterschriften
der Herren

1. Dr. Wolfgang Josef Maria Orthuber,
geboren am 25.04.1961,
wohnhaft Preußerstraße 12, 24105 Kiel,

dem Notar von Person bekannt –


2. Helge Fischer-Brandis,
geboren am 01.06.1955,
dienstansässig Zahnklinik Kiel, Arnold-Heller-Straße 16, 24105 Kiel,

dem Notar von Person bekannt –

beglaube ich hiermit.

Der Notar fragte nach einer Vorbefassung im Sinne von § 3 Abs. 1 Nr. 7 BeurkG.
Sie wurde von den Beteiligten verneint.

Kiel, den 15.03.2001



Notar

Kostenberechnung

Geschäftswert: 50.000,-- DM

Gebühr §§ 141, 32, 45 KostO

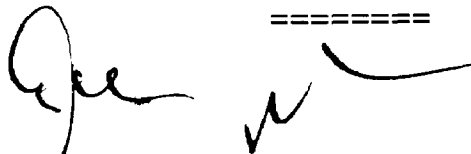
16 % Mehrwertsteuer

40,-- DM

6,40 DM

46,40 DM

=====



Notar

File No. 264/2001

I hereby certify, that the above is the true signature respectively acknowledged in my presence of
Mr. Rüdger Rubbert, born 16.08.1958, living in Germany, Leonhardyweg 41, 12101 Berlin,
personally known to me,

Notary public explained to the signing person that according to the law § 3 Abs. 1 Nr. 7 BeurkG a
notarization is not permitted, if the notary public himself or one of his associated partners has
previously been occupied with this matter as a lawyer.

Berlin, 23. Mai 2001




Notar

**Kostenberechnung berechnet nach der Kostenordnung für Notare
(§§ 141, 154 KostO)**

Geschäftswert: 50.000,00 DM

Beglaubigg von Unterschriften §§ 32, 45 I KostO 5/20	40,00 DM
Beurkdg außerh. Geschäftsstelle §§ 32, 58 I KostO 5/10	40,00 DM
Schreibauslagen §§ 152 I, 136 KostO (Fotokopien 12 Stck.)	13,00 DM
Zwischensumme netto	93,00 DM
16% Umsatzsteuer § 151a KostO	14,88 DM
Gesamtbetrag	107,88 DM



Notar