

12-28-2001



Form PTO-1595 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): DAVID C. KANAS 12/26/01 Additional name(s) of conveying party(ies) attached? No

2. Name and address of receiving party(ies) Name: BARBARA L. BROWN Internal Address:

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date:

Street Address: 3802 FAIR HILL RD City: Fair Oaks State: CA Zip: 95628 Additional name(s) & address(es) attached? No

4. Application number(s) or patent 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) 5232362 Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: BARBARA BROWN Internal Address: 3802 FAIR HILL RD FAIR OAKS, CA 95628 Street Address: City: State: Zip:

6. Total number of applications and patents involved: 7. Total fee (37 CFR 3.41): \$ 40.00 Enclosed Authorized to be charged to deposit account 8. Deposit account number: DEC 26 2001 (Attach duplicate copy of this page if paying by deposit account)

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 C. KANAS Signature BARBARA BROWN Date 11-20-01 Total number of pages including cover sheet, attachments, and documents: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

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PATENT REEL: 012391 FRAME: 0050

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE is made by and between David Kanas, DDS ("Kanas"), and Barbara Brown ("Brown").

RECITALS

A. A dispute has arisen between Kanas and Brown regarding their respective rights and obligations arising out of that certain general partnership doing business under the name and style "Dentapops."

B. Kanas and Brown desire to settle this matter and resolve all outstanding disputes between them.

WHEREFORE, in consideration of the payment of the promises and undertakings contained herein and for other good and valuable consideration, Kanas and Brown agree as follows:

1. Brown shall pay to Kanas the sum of Five Thousand Dollars (\$5,000.00) payable by Brown's check to Kanas delivered with this Agreement. Conditioned only upon receipt of such payment, Kanas does hereby assign and convey to Brown his entire right, title and interest in that certain general partnership known as "Dentapops" and all property of such partnership. Kanas agrees to execute such additional assignment or other document reasonably required to transfer any such partnership asset to Brown, including any assignment of the United States patent covering the Dentapop product.

2. Brown hereby fully releases and discharges Kanas, and its subsidiaries, affiliates, officers, directors, employees, shareholders, attorneys, agents, insurers, and all other persons acting by, through, under or in concert with any one or more of them, from all rights, claims, demands and actions, whether known or unknown, that Brown, the Dentapops partnership or the successors or assigns of either may have against Kanas.

3. As a material part of the consideration for this Agreement, Brown shall defend, indemnify and hold Kanas harmless from any and all claims, liabilities, or losses arising from or pertaining to the Dentapops partnership, its products or operations, whether in contract or in tort and whether heretofore or hereafter accruing. The obligation of Brown to defend Kanas shall be effective notwithstanding the lack of merit of any such claim.

4. Kanas, hereby fully releases and discharges Brown and the Dentapops partnership and their respective subsidiaries, affiliates, officers, directors, employees, shareholders, attorneys, agents, insurers, and all other persons acting by, through, under or in concert with any one or more of them, from all rights, claims, demands

and actions, whether known or unknown, that Kanas, or its successors or assigns may have against Brown.

5. Notwithstanding section 1542 of the California Civil Code, which provides that: “[a] general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor,”

this Settlement Agreement releases all claims, injuries, damages and losses to Kanas and Brown, whether known or unknown, that Kanas and Brown may have against each other, and their subsidiaries, affiliates, officers, directors, employees, shareholders, attorneys, agents, insurers, and all other persons acting by, through, or in concert with any one or more of them. Kanas and Brown understand and acknowledge the significance of, and the consequences of, this waiver of California Civil Code section 1542, and hereby assume full responsibility for any injuries, damages, and losses they may incur as a result of this waiver.

6. Kanas and Brown represent and warrant that there has been no assignment or other transfer of any interest in any claim that they may have against each other, and they agree to indemnify and hold each other harmless from any liabilities, claims, demands, costs, expenses, and attorneys’ fees incurred as a result of any person asserting any rights or claims under any such other assignment or transfer. It is the intention of Kanas and Brown that this indemnity does not require payment as a condition precedent to recovery by Kanas or Brown under this indemnity provision.

7. Kanas and Brown agree that if they or any of their creditors commences any suit arising out of, based upon or relating to, any claims released hereunder, or if they or any of their creditors in any manner assert against Kanas or Brown any of the claims released hereunder, Kanas and Brown agree to pay, in addition to any other damages caused thereby, all attorneys’ fees incurred in defending or otherwise responding to said suit or claim.

8. Kanas and Brown agree that this is a compromise settlement of disputed claims and that the payment of the consideration for this Settlement Agreement shall not be deemed to be, or be construed as, an admission of liability by either Kanas or Brown.

9. Kanas and Brown acknowledge that this Settlement Agreement is executed without reliance upon any statement or representation by any person or parties released or by their representatives concerning the nature and extent of the parties’ losses, or damages, or the liability of the parties released for such losses and damages, that

each party is legally competent and authorized to execute this Settlement Agreement and that each party executes this Settlement Agreement after consultation with its own attorney.

10. In the event any action is brought by Kanas or Brown to enforce the terms of this Settlement Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party may be entitled.

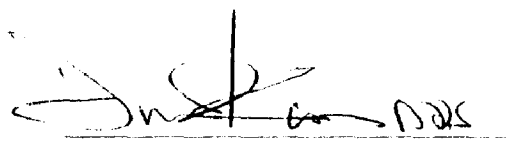
11. This Settlement Agreement is the product of negotiation and preparation between Kanas and Brown and their respective attorneys. Kanas and Brown therefore expressly acknowledge and agree that this Settlement Agreement shall not be deemed to be drafted by one party or another, or its attorneys, and it will be construed accordingly.

12. This Settlement Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of California.

13. This Settlement Agreement is the entire agreement between Kanas and Brown and may not be modified except by writing executed by both parties.

14. This Settlement Agreement may be executed in counterparts, and all copies so executed shall together constitute an agreement which shall be binding upon Kanas and Brown, notwithstanding that the signatures of all parties' designated representatives do not appear on the same page.

DATED: 12/23/00 →


David Kanas, DDS

DATED: 12-29-00


Barbara Brown