

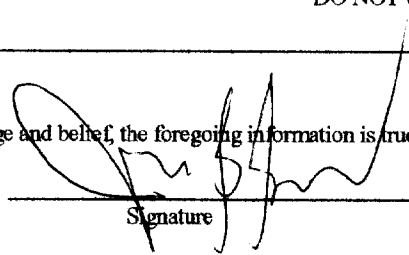
05-06-2002

FORM PTO-1595
April 16, 2002U.S. DEPARTMENT OF COMMERCE
PATENT AND TRADEMARK OFFICE

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FORM COVER SHEET
PATENTS ONLY

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

1. Name of conveying party(ies): GAC International Inc. Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no 3. Nature of Conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger 4-23-02 <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <input type="checkbox"/> Agreement dated 9/11/2000 Execution Date: <u>September 11, 2000</u>		2. Name and address of receiving party(ies): Name: <u>Dr. David C. Hamilton</u> Internal Address: Street Address: <u>Forest Road, RD 3</u> <u>New Castle, PA 16105</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 <u>09/436,588</u> B. Patent No.(s) _____ See EXHIBIT A (attached) Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>JAMES B. BIEBER, ESQUIRE</u> Internal Address: <u>DENTSPLY INTERNATIONAL INC.</u> Street Address: <u>570 WEST COLLEGE AVENUE</u> City <u>YORK</u> State <u>PA</u> Zip <u>17405</u>		6. Total number of applications and patents involved: <u>4</u> 7. Total fee (37 CFR 3.41):\$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account	
		8. Deposit account number: <u>04-0780</u> (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. <div style="display: flex; justify-content: space-between;"> <div> <u>James B. Bieber</u> Name of Person Signing </div> <div style="text-align: center;">  Signature </div> <div> <u>April 16, 2002</u> Date </div> </div> <div style="text-align: right;">Total Number of Pages comprising cover sheet: <u>1</u></div>			
OMB No. 0651-0011(exp. 4/94) <div style="text-align: center;">Do not detach this portion</div> Mail documents to be recorded with required cover sheet information to: <div style="text-align: center;"> Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231 </div>			
Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503			

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AGREEMENT

This Agreement (the "Agreement") is entered into as of September 11, 2000, by and between GAC International, Inc., a New York corporation having offices at 185 Oval Drive, Central Islip, New York 11722 ("GAC") and Dr. David C. Hamilton, residing at Forest Road RD 3, New Castle, PA 16105 ("Dr. Hamilton");

WHEREAS Dr. Hamilton previously executed an Assignment on or about October 5, 1999, assigning all rights, title and interest in the United States Patent Application No. 09/436,588, filed on or about November 9, 1999 to GAC International, Inc.;

WHEREAS GAC and Dr. Hamilton are both desirous of converting said assignment into a License Agreement as set forth herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

I. DEFINITIONS

1.1 "Licensed Product" shall mean Computerized System and Method for Correcting Tooth-size Discrepancies invented and developed by Dr. Hamilton and covered by a Licensed Application, a Licensed Patent, or any copyright thereon.

1.2 A "Licensed Application" shall include Dr. Hamilton's invention for "Computerized System and Method for Correcting Tooth-size Discrepancies", for which a patent application, a copy of which is attached hereto, was filed in the U.S. Patent and Trademark Office on or about November 10, 1999, any continuations or continuations-in-part of the patent application, and any foreign patent or copyright application corresponding to either such applications as well as any copyright registration that may be obtained at anytime during the pendency of this agreement in the United States or abroad.

1.3 A "Licensed Patent" shall include any patent issuing on a Licensed Application and any reissue, reexamination or extension of any such patent.

1.4 "GAC" shall include GAC and all companies controlled by, controlling, or in common control with GAC.

1.5 "Dr. Hamilton" includes, aside from the individual, his heirs, assigns and other legal representatives.

II. ASSIGNMENT & EXCLUSIVE LICENSE

2.1 For good and valuable consideration set forth herein, GAC assigns all rights, title and interest in the Licensed Application to Dr. Hamilton, and in consideration therefore,

2.2 Dr. Hamilton hereby grants to GAC an exclusive, worldwide license to make, have made, use, import and sell Licensed Product, including the right to grant sublicenses in the United States.

2.3 Dr. Hamilton hereby grants unto GAC the exclusive right and license to make, have made, use, import and sell Licensed Product in foreign countries, including the right to grant sublicenses. GAC shall file Licensed Applications in such countries in which GAC determines, in its sole discretion, there to be adequate economic justification. If GAC chooses not to file the Licensed Application in any foreign countries, Dr. Hamilton may, at his option, pursue such filings at his own expense.

III. ROYALTIES

3.1 GAC shall pay royalties based upon its Net Sales (as hereinafter defined) of the Licensed Product sold by GAC, at the rate of Ten (10) percent for each item of Licensed Product covered by a Licensed Application or a Licensed Patent for the life of said Licensed Patent. Should the patent not issue after the best efforts by both parties after three years from signing this Agreement, a five (5) percent royalty will be activated and the term of this License will revert to five years.

3.2 Any sublicense of the Licensed Product granted by GAC shall be at a royalty rate mutually agreed upon by Dr. Hamilton and GAC, and shall be shared upon receipt of payment from the sublicensee between Dr. Hamilton and GAC on a 50-50 basis. Unless otherwise agreed, these shared royalties shall not result in a payment to Dr. Hamilton of an amount less than he would have been entitled to under paragraph 3.1.

IV. PAYMENTS AND RECORDS

4.1 GAC agrees to make written reports within thirty (30) days of the last day of each quarter beginning January 1, April 1, July 1, and October 1, stating the number of Licensed Product sold during the preceding quarter, and containing a computation of the royalty payable to Dr. Hamilton thereon. GAC shall accompany the report with a remittance of the royalty shown to be due.

4.2 For purposes of this Agreement, Net Sales shall equal the gross sales less all discounts, allowances, and credits. No royalty shall be due on any Licensed Product disposed of for purposes of scrap or destruction prior to sale. A sale shall occur at the time a customer is invoiced. Gross sales include any sale of Licensed Product by GAC, regardless of the location of manufacture of said Licensed Product or the location of said sale.

4.3 GAC shall keep, at its own expense, correct and complete records and books of account covering all transactions related to this Agreement and containing all information required for the computation and verification of the royalties to be paid hereunder.

4.4 GAC agrees, at the request of Dr. Hamilton and at Dr. Hamilton's expense, to permit an independent public accountant selected by Dr. Hamilton (except one to whom GAC has some reasonable objection) to have access for the purpose of examination and/or audit during ordinary business hours to such records and books of account of GAC at the location where they are customarily maintained to determine in respect of any quarter calendar year the correctness of any Payment report or Payment made hereunder. Such access shall be limited to one (1) occurrence per

year. Such accountant, at Dr. Hamilton's request, shall be entitled to furnish Dr. Hamilton with a detailed written report on the accuracy and preparation of any Payment report or Payment hereunder made. Such accountant shall not disclose any information relating to the business of GAC, except that which relates to the accuracy and/or preparation of, or which should properly have been contained in any Payment report required.

4.5 If any audit or examination shall reveal a deficiency of Payment due, GAC shall remit such deficiency to Dr. Hamilton. Remittance of such deficiency shall be made within sixty (60) days of notification to GAC in writing by Dr. Hamilton of such deficiency.

V. PROSECUTION OF LICENSED APPLICATION

5.0 GAC agrees to promptly supply Dr. Hamilton with a complete copy of each Licensed Application for Letters Patent filed by it and coming within the scope of this Agreement, and agrees that Dr. Hamilton may have access to any such application in the United States Patent and Trademark Office or any other patent office for inspection and copying.

5.1 GAC agrees to prosecute said Licensed Application at its own expense, to transmit to Dr. Hamilton all official communications when received from any patent office or any responses submitted to those Patent Offices, and to give due consideration to the advice of Dr. Hamilton which shall be promptly submitted in this connection. GAC also agrees to pay all issuance and maintenance fees for any Licensed Patent pursued by GAC under this Agreement.

5.2 If, at any time during the life of this Agreement, GAC intends to allow any Licensed Patent or Licensed Application to lapse or to become abandoned or forfeited without having first filed a continuation or continuation-in-part application, GAC shall notify Dr. Hamilton in writing of its intention at least sixty (60) days before the date on which the patent or application is due to lapse or to become abandoned or forfeited, and within thirty (30) days of its giving written notice, if requested by Dr. Hamilton, Dr. Hamilton may assume the right to further prosecute or maintain that Licensed Application or Licensed Patent at his own expense. Dr. Hamilton shall be under no obligation to prosecute or maintain in force any application assigned to him under the provisions of

this paragraph. If Dr. Hamilton assumes such control, this event does not negate GAC's obligations under paragraphs 3.1 above.

VI. ENFORCEMENT OF LICENSED PATENT/DEFENSE FOR INFRINGEMENT

6.0 GAC shall have the first right to bring suit for infringement of any Licensed Patent at its sole discretion and Dr. Hamilton agrees to be joined as nominal party plaintiff in any such suit. GAC shall have the first right to bring suit for infringement of any Licensed Patent up to the expiration of the statute of limitations should the Licensed Patent expire before the expiration of the statute of limitations. Dr. Hamilton shall have the right to hire his own counsel at his expense to consult with GAC's counsel in any advisory capacity. Dr. Hamilton shall have the right to bring suit for infringement at his own expense if GAC declines to take action. If the cost of suit is borne by GAC, then GAC shall have the right to retain 80% of the net recovery by GAC from the action (the actual amount received by GAC minus GAC's costs) with the remainder going to Dr. Hamilton. Dr. Hamilton shall have the right, at his option, to pay up to fifty percent of the cost of any suit brought by GAC to earn a pro rata share of the damages or other recovery from the action, but such right shall be exercised by notice to GAC within thirty days after the action is commenced and GAC shall retain control of the action.

VII. TERM AND TERMINATION

7.1 This Agreement shall continue in force until either the expiration date of the last to expire Licensed Patent, and in the event there are no Licensed Patents, said Agreement will terminate upon either the abandonment of the last Licensed Application or five (5) years from the effective date of this Agreement, whichever is later. In the event that the Patent expires before GAC can take legal action against the infringer(s) of the Licensed Patent, GAC's shall have the first right to bring legal action up to the expiration of the statute of limitations as defined by 35 U.S.C. § 286.

7.2 This Agreement may be terminated, at the election of a party, upon the material default by the other party in the performance of any covenants or obligations to be performed by such other party hereunder that is not cured within sixty (60) days after written notice of default is given to the

defaulting party by the electing party.

7.3 After a period of five (5) years from the date of this Agreement, GAC may by no less than three (3) months written notice to Dr. Hamilton surrender and terminate all rights and licenses acquired by GAC under this Agreement, said surrender and termination to become effective as of the termination date specified in said notice to relieve GAC of all obligations to pay royalties (minimum and earned) that could otherwise accrue under this Agreement.

7.4 GAC may terminate this Agreement, upon sixty (60) days written notice to Dr. Hamilton, in the event that any statute or regulatory ruling or action prohibits it from making or selling the Licensed Product within one or more States of the United States.

VIII. GENERAL PROVISIONS

8.1 This Agreement supersedes and replaces all prior agreements between the parties and constitutes the entire Agreement between the parties, and there are no understandings, representations or warranties of any kind, except as expressly provided herein. Neither this Agreement, nor any term or provisions of it, may be discharged, waived, released, abandoned, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties to this Agreement.

8.2 This Agreement shall inure to the benefit of and be binding upon the heirs, successors, assigns, or other legal representatives of Dr. Hamilton.

8.3 The parties agree that it is the intention of neither party to violate any public policy, statutory or common law, or governmental or national regulation; that if any sentence, paragraph, clause or combination of the same is, or becomes in violation of any applicable law or regulation, or is unenforceable or void for any reason, such sentence, paragraph, clause or combination shall be inoperative and the remainder of the Agreement shall remain binding upon the parties.

8.4 This Agreement shall be construed, interpreted and applied under the laws of the State

of New York.

8.5 No waiver of any default, condition, provision or breach of this Agreement shall be deemed to imply or constitute a waiver of any other default, condition, provision or breach of this Agreement.

8.6 Any notice or report required or permitted to be given under this Agreement shall be delivered by facsimile with answer-back, or by registered or certified mail, or by hand (against receipt), to the addresses listed below.

(a) For GAC:

GAC International, Inc.
185 Oval Drive
Central Islip, New York 11722-1402

Attn: President

(b) For Dr. Hamilton:

Dr. David C. Hamilton
Forest Road RD 3
New Castle, PA 16105

Notice shall be deemed given when received. Evidence of receipt shall include the addressee's answer-back code (for notices transmitted by facsimile) or evidence that a notice was properly addressed and placed in control of the applicable postal authority with sufficient postage affixed (for mailed notices), or a signed receipt of by hand delivery.

8.7 The article headings used in this Agreement are for convenience only, form no part of the Agreement, and are not to be used for purposes of construing or interpreting this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound thereby, the parties have caused

this Agreement to be duly executed.

GAC INTERNATIONAL, INC.

DR. DAVID C. HAMILTON

By: Chris
Title: General Manager
Date: 11/9/01

By: David C. Hamilton
Date: August 23, 2000

Attest: Jean Shan

Attest: Charles R. Shearn