

RECC

05-06-2002



102078093

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

David C. Hamilton

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: GAC International, Inc.

Internal Address:

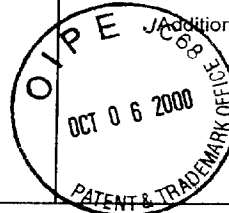
Street Address: 185 Oval Drive
Central Islip, N.Y. 11722-1402

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other Exclusive License Agreement

Execution Date: September 11, 2000 and
October 2, 2000



Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s): 09/436,588

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)

Additional numbers attached: Yes No

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

Dianoosh Salehi
Kenyon & Kenyon
1025 Connecticut Avenue, N.W.
Washington, DC 20036

6. Total number of applications and patents involved: 1

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

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

11-0600

(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.

Dianoosh Salehi
Name of Person Signing

Dianoosh Salehi
Signature

October 6, 2000
Date

Total number of pages comprising cover sheet: 1

MRD 11/09/99

[24300/225]

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~~1-23-1999~~
101205542

To the Assistant Commissioner for Patents: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
David C. Hamilton
Additional name(s) of conveying parties attached? Yes x No
3. Nature of conveyance:
x Assignment Merger
 Security Agreement Change of Name
 Other: _____
Execution date:

2. Name and address of receiving party(ies)
Name: GAC International Inc.
Street Address: 185 Oval Drive
City: Central Islip State: New York ZIP: 11722-1402
Jc 564 U.S. PTO
09/436588
11/09/99

4. Application numbers or patent numbers:
If this document is being filed together with a new application, the execution date of the application is:
Date of Execution:
A. Patent Applications
To Be Assigned
B. Patent No.(s) 09/436588
Additional Numbers attached? Yes X No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Albert J. Brencisen
Internal Address: KENYON & KENYON
Street Address: One Broadway
City: New York State: New York ZIP: 10004

6. Total number of applications and patents involved: 1
7. Total fee (37 C.F.R. 3.41) \$ 40.00
 Enclosed
x Authorized to be charged to deposit account
8. Deposit account number:
11-0600

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.

Michelle M. Carniaux (Reg. No. 36,098)
Name of Person Signing [Signature] Signature 9 Nov 1999 Date

Total Number of pages including cover sheet, attachments, and document: 3

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion
Mail documents to be recorded with required cover sheet information to:
Assistant Commissioner for Patents
Box Assignments
Washington DC 20231

11/23/1999 DMGUYEN 00000012 110600 09436588

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Express Mail No.: EL179103761US

219396v1

PATENT
REEL: 012846 FRAME: 0927

ASSIGNMENT

WHEREAS, I,

David C. HAMILTON
Forrest Road RD 3, Box 599
New Castle, PA 16105

Citizenship: United States

has made new and useful improvements in a **COMPUTERIZED SYSTEM AND METHOD FOR CORRECTING TOOTH-SIZE DISCREPANCIES**, for which an application for Letters Patent is being filed on even date herewith.

WHEREAS **GAC INTERNATIONAL, INC.**, having a place of business at **185 Oval Drive, Central Islip, New York 11722-1402**, and who, together with its successors and assigns, is hereinafter called "Assignee," is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited,

NOW, THEREFORE, for valuable consideration furnished by Assignee to me, receipt and sufficiency of which I hereby acknowledge, I hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to said inventions and discoveries, said application for Letters Patent of the United States of America, any and all other applications for Letters Patent on said inventions and discoveries in any and all countries, including all divisional, renewal, substitute, continuation, and Convention applications based in whole or in part upon said inventions or discoveries, or upon said applications, and any and all Letters Patent, reissues, and extensions of Letters Patent granted for said inventions and discoveries or upon said applications, and every priority right that is or may be predicated upon or arise from said inventions, said discoveries, said applications, and said Letters Patent.

2. Authorize Assignee to file patent applications in any or all countries for any or all of said inventions and discoveries in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under an International Convention or otherwise.


3. Authorize and request the Commissioner of Patents and Trademarks of the United

States of America and the empowered officials of all other governments to issue or transfer all said Letters Patent to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that I have not conveyed to others any right, title, or interest in said inventions, discoveries, applications, or patents or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; that I have good right to assign the same to Assignee without encumbrance; and that I am aware of no claim to the contrary.

5. Bind my heirs, legal representatives, and assigns, as well as myself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to me or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver to Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to us relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in our control or in the control of my heirs, legal representatives, or assigns which may be useful for establishing the facts of our conceptions, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, arbitration, or litigation.

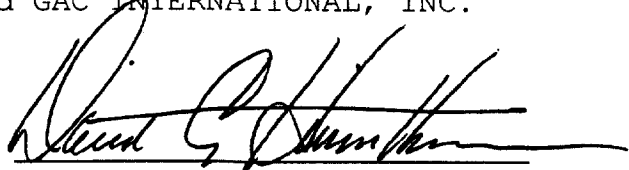
IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 5th day of OCTOBER, 1999.


DAVID C. HAMILTON

EXCLUSIVE LICENSE

Be it hereby known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DR. David C. Hamilton, an individual residing at Forest Road RD 3, New Castle, PA 16105, hereby grants to GAC INTERNATIONAL, INC., a corporation organized under the laws of the State of New York, having an office at 185 Oval Drive, Central Islip, New York 11722-1402, an exclusive license under the United States Patent Application filed November 9, 1999, entitled "Computerized Systems and Method for Correcting Tooth-Size Discrepancies", accorded U.S. Serial No. 09/436,588 and under any inventions therein disclosed or claimed, and under any divisions, continuations or continuations-in-part of that application, and any foreign patent application corresponding to any such application, and any patent issuing on a Licensed Application and any reissue, reexamination or extension of any such patent, subject to all the terms and conditions of an Agreement entered into as of September 11, 2000 between and among DR. David C. Hamilton and GAC INTERNATIONAL, INC.

Dated: 9/11/00

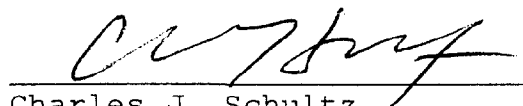

DR. David C. Hamilton

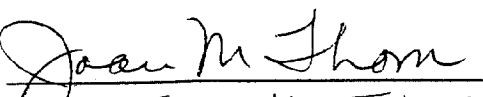
WITNESSED BY:

[Name]

GAC INTERNATIONAL, INC.

Dated: 10-02-00


Charles J. Schultz
General Manager

WITNESSED BY:

[Name] Joan M. Thom