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PAT

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

## FINANCE SECTION

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

## 1. Name of conveying party(ies):

John J. Stoltzfus

6.5102

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

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

Name: Dental Dots, Inc.

Internal Address:

Street Address: 16760 Stagg Street, Suite 204

City: Van Nuys State: California ZIP: 91406

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

## 3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: May 17, 2002 (Nunc Pro Tunc July 23, 1996)

## 4. Application number(s) or patent number(s): 5,911,319

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. 5,911,319

Additional numbers attached? ☐ Yes ☒ No

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

Name: Norman Zafman, Esq.

Internal Address:

BLAKELY, SOKOLOFF, TAYLOR &amp; ZAFMAN

Street Address: 12400 Wilshire Boulevard  
Seventh Floor

City: Los Angeles State: CA ZIP: 90025

6. Total number of applications and patents involved:  
One

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

☒ Enclosed  
☒ Authorized to be charged to deposit account

8. Deposit account number: 02-2666

(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.

Norman Zafman, Esq. Reg. No. 26,250

Name of Person Signing, Reg. No.

Signature

Date

Total number of pages including cover sheet, attachments &amp; document: 6

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40.00 DP

Docket No. 082225.P1629

PATENT  
REEL: 012958 FRAME: 0814

**NUNC PRO TUNC ASSIGNMENT**  
**OF**  
**UNITED STATES PATENT**

**WITNESSETH**

WHEREAS, JOHN J. STOLTZFUS, an individual, residing at 3536 Crownridge Drive, Sherman Oaks, California 91403 (hereinafter referred to as the "Assignor") is the owner of United States Letter Patent No. 5,911,319, granted on June 15, 1999, entitled "Blister Package for Oral Hygiene Applicators" (hereinafter referred to as the "Patent"); and

WHEREAS, on May 1, 1998 Assignor acquired the Patent by way of an instrument of assignment duly executed by the inventor, namely V. Lorenzo Procelli of Ossining, New York; and

WHEREAS, on June 4, 1998, said instrument of assignment was duly recorded with the United States Patent & Trademark Office; and

WHEREAS, on May 1, 1998, Assignor was (and still is) the sole shareholder of Dental Dots, Inc., a corporation organized and existing under the laws of the State of California, having a principal place of business at 16760 Stagq Street, Suite 204,  
Van Nuys, California 91406 (hereinafter referred to as "Assignee");

WHEREAS, on May 1, 1998, Assignor informally transferred and conveyed unto Assignee all rights and interests in and to the Patent, but Assignor inadvertently omitted to transfer legal title to the Patent to Assignee; and

WHEREAS, Assignee has, since May 1, 1998, been the entity having, solely and exclusively, all beneficial use of the Patent and the invention therein claimed; and

WHEREAS, Assignee (i) paid the initial development costs relating to the invention claimed in the Patent; (ii) paid the fees and costs incurred in the prosecution of the application on which the Patent was granted; (iii) identified the Patent as an asset in its financial statements; and (iv) at all times since May 1, 1998, considered itself to be the sole owner of the Patent; and

WHEREAS, Assignee desires to formalize its ownership of all rights, title and interests in the Patent and, in particular, to make its ownership of the Patent a matter of record in the United States Patent & Trademark Office; and

WHEREAS, Assignor is willing to execute this instrument of assignment, nunc pro tunc May 1, 1998 to effectuate the intent of Assignor and Assignee on said date; to wit: that Assignee was to be the owner of all rights and interests in the Patent, including legal title thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor by these presents does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns and legal representatives, nunc pro tunc May 1, 1998, his full and entire rights, title and interests in and to (i) the Patent and the invention disclosed and claimed therein; (ii) any reissue applications pertaining to the Patent which may hereafter be filed, and any reissued Patents granted on any such reissue applications; and (iii) any version of the Patent that may be issued following a re-examination of the Patent or any reissues thereof, the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns, and legal representatives, to the end of the terms for which the Patent is granted or reissued. The foregoing assignment includes any and all causes of actions and claims for damages by reason of infringement of the Patent, which causes of action and claims arose on or after May 1, 1998, together with the right to sue for and collect said damages for Assignee's own use, benefit and enjoyment, and for the use, benefit and enjoyment of its successors, assigns and legal representatives.

Assignor hereby represents and warrants, that (i) he alone holds bare legal title to the Patent; (ii) he has granted no licenses to any other party to practice the invention claimed in the Patent; (iii) he is not aware of any third party who has asserted a claim of any ownership right, title or interest in the Patent, or the invention disclosed and claimed therein, or any other rights or interests therein which are adverse to those of Assignor; and (iv) he is not a party to any prior agreement, nor has he made any informal commitment or reached any understanding, with any other person or legal entity relating to the Patent which would be breached or otherwise violated by the foregoing assignment thereof to Assignee. In this connection, Assignor states that he makes no other representations or warranties of any kind whatsoever, expressed or implied, except as specifically set forth hereinabove.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment with the United States Patent and Trademark Office, so as to establish Assignee as owner of record of the Patent, and the invention disclosed and claimed therein, in the United States.

Assignor further agrees, at the request of Assignee and without charge or cost to Assignee, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the intent of this instrument of assignment; and (ii) fully cooperate with Assignee, as

reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office, so that Assignee's ownership of the Patent and the invention disclosed and claimed therein, is duly made of record in the United States.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date indicated below.

"ASSIGNOR"

Date: 5-17-02

By: *John J. Stoltzfus*  
John J. Stoltzfus

State of California  
County of Los Angeles ) ss

On this 17 day of May 2002, before me, Suzanne L Boots  
the undersigned Notary Public, personally appeared John J Stoltzfus  
\_\_\_\_\_ personally known to me OR  
\_\_\_\_\_ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are  
subscribed to the within instrument, and acknowledged to me that he she/they executed the same in  
his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Suzanne L Boots  
Notary's Signature

