

11-12-2002



102277843

To the Assistant Commissioner of Patents: Please record the attachments or true copy thereof.

1. Name of conveying party(ies):

Rüdger Rubbert  
Peer Sporbert  
Thomas Weise

11-6-02

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

Name: OraMetrix, Inc.  
12740 Hillcrest Road, Suite 100  
Dallas, TX 75230

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

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

3. Nature of conveyance:

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

Execution Date: August 7, 2000

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)

Serial No. 09/560,645  
Filed: April 28, 2000  
Case No. 00-1004

B. Patent No.(s)

Additional numbers  yes  no

Additional numbers  yes  no

RECORDS SECTION  
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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

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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

Oct. 31, 2002  
Date

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

4

PATENT APPLICATION

**ASSIGNMENT OF U.S. PATENT APPLICATION**

This is an assignment of patent rights between the inventor(s)

**Rudger Rubbert  
Thomas Weise**

**Peer Sporbert**

(herein after referred to as the Inventor) and OraMetrix, Inc., 12740 Hillcrest Rd., Suite 100, Dallas, Texas 75230 (herein after referred to as the Assignee).

WHEREAS, Inventor has caused to be filed on **April 28, 2000**, a United States Patent Application Number **09/560,645** in the Inventor's name entitled

**SYSTEM AND METHOD FOR MAPPING A SURFACE**

having a docket number of **1500.9901000** (herein after referred to as the Patented Invention); and

WHEREAS, Assignee has a desire to acquire all rights, title, and interest in the Patented Invention.

NOW, THEREFORE, the parties agree as follows:

1. The Inventor hereby sells, assigns, and transfers its entire rights, title, and interest in the Patented Invention and all patents that may be granted therefrom due to divisions, reissue, substitutions, extensions, continuations, and continuations-in-part to the Assignee.
2. The Inventor hereby sells, assigns, and transfers its entire rights, title, and interest in any foreign (non U.S.) national patent application, invention registration, or equivalent (Foreign Applications), claiming approximately the same subject matter of the Patented Invention to the Assignee.
3. The transfer set forth in Paragraph (2.) is in consideration for the sum of one dollar (\$1) U.S. (or its equivalent) and/or other consideration for which both parties acknowledge to be valuable, having been conveyed to the Inventor by the Assignee. Consideration may include at least one of: employment, an independent contractor agreement, monetary payment, or other benefit hereby acknowledged as received.
4. Inventor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue the patent for the Patented Invention, and all resulting patents therefrom, insofar as Inventor's interest is concerned, to the Assignee.

5. The Inventor further agrees to execute any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interest in the Assignee.

6. The Inventor hereby further agrees to communicate with the Assignee any facts it knows regarding any improvements of the Patented Invention while employed by Assignee and for one year thereafter.

7. The Inventor hereby yet further agrees to, with respect to the referenced patent application, at the expense of the Assignee:

- i) testify in any legal proceedings,
- ii) sign all lawful papers,
- iii) execute all divisional, continuation, continuation-in-part, reissue and substitute applications,
- iv) make all lawful oaths, and assist in vesting title in the Assignee and to aid the Assignee to obtain and enforce proper protection for the subject matter of the Patented Invention in all countries, and
- v) notify Assignee promptly (by facsimile or first class mail) of any subpoena or contact by any person other than Assignee or its agents regarding the Application or resultant patent(s) issuing therefrom, and in any event at least one week prior to any deposition, legal inquiry or legal proceeding relating to the above identified invention.

This assignment is executed on the date(s) of which the Inventor has signed.

Inventor

Rudger Rubbert

AUG 7, 2000

Date:

State/Province of GERMANY ) SS:  
County of BERLIN )

Before me personally appeared said RUEDGER RUBBERT and acknowledge the foregoing instrument to be his/her free act and deed this 7th day of AUG. 2000, 2000

Seal

(Notary)



Peer Sporbert  
Peer Sporbert

Aug 7, 2000  
Date:

State/Province of GERMANY ) SS:  
County of BERLIN )

Before me personally appeared said PEER SPORBERT and acknowledge the foregoing instrument to be his/her free act and deed this 7 & Aug. 2000 day of 20

Seal \_\_\_\_\_  
(Notary)



Thomas Weise  
Thomas Weise

Aug 7, 2000  
Date:

State/Province of GERMANY ) SS:  
County of BERLIN )

Before me personally appeared said THOMAS WEISE and acknowledge the foregoing instrument to be his/her free act and deed this 7 & Aug. 2000 day of 20

Seal \_\_\_\_\_  
(Notary)

