



02-07-2003



102360209

U.S. DEPARTMENT OF COMMERCE  
PATENT AND TRADEMARK OFFICE

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

1. Name of conveying party(ies): **2-3-03**  
**T.O.P. Service fur Lingualtechnik GmbH**

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

3. Nature of conveyance:  
☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other: **Supplemental Technology and Patent License Agreement**

Execution Date: **January 28, 2003**

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

Name: **Lingualcare, Inc.**

Internal Address:

Street Address: **17103 Preston Road, Suite 185,**

City: **Dallas** State: **Texas** Zip: **75248**

Additional name(s) & address(es) attached? ☐ Yes ☒ 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).

**10/075,676**

B. Patent No(s).

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Jeffrey S. Whittle**

Internal Address: **Bracewell & Patterson, L.L.P.**

Street Address: **P. O. Box 61389**

City: **Houston** State: **TX** Zip: **77208-1389**

6. Total number of applications and patents

Involved: ..... **1**

7. Total fee (37 C.F.R. § 3.41) ..... **\$ 40.00**

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

**50-0259**

(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.

**Jeffrey S. Whittle, Reg. No. 36,382**

**1/29/03**  
Date

02/06/2003 E2000ER 00000214 10075676

01 FC:0021

40.00 DP

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

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

**PATENT**  
**REEL: 013725 FRAME: 0048**

## **Supplemental Technology and Patent License Agreement**

This Supplemental Technology and Patent License Agreement ("Supplemental Agreement") is between Lingualcare, Inc., formerly named Oralign, Inc., a Texas corporation, having a place of business at 17103 Preston Rd., LB112, Suite 185, Dallas, Texas 75248, U.S.A. ("Lingualcare"), and T.O.P. Service für Lingualltechnik GmbH, a German company, having a place of business at Lindenstraße 44, 49152 Bad Essen, Germany ("T.O.P. Service").

WHEREAS the parties entered into a Technology and Patent License Agreement October 10, 2002 ("Original Agreement") related to the United States patent application Serial No. 10/075,676 titled "Modular System for Customized Orthodontic Appliances," filed February 13, 2002 with the United States Patent and Trademark Office ("U.S. Patent Application");

WHEREAS, in addition to the U.S. Patent Application, the parties now desire that an international PCT application based on the U.S. Patent Application ("PCT Patent Application") be prepared and filed and that the patent applications be filed outside of the United States, based on the U.S. Patent Application, into individual countries as selected by Lingualcare in consultation with T.O.P. Service; and

WHEREAS T.O.P. Service desires that Lingualcare hire their own separate attorneys to handle the further prosecution of the U.S. Patent Application and any other patent applications related thereto, the filing of the PCT Application, and any patent applications filed outside of the United States based on the U.S. Patent Application or any other patent applications related thereto's,

WHEREFORE, in view of the mutual covenants set forth herein and for other good and valuable consideration, the legal sufficiency of which is hereby acknowledged, T.O.P. Service and Lingualcare hereby mutually agree as follows:

This Supplemental Agreement is not a new contract, but merely a clarification and, in some cases, modification of the terms of the Original Agreement, while all other terms of the Original Agreement are remaining in force and effect.

Lingualcare will engage their own separate attorneys to seek patent protection on behalf of T.O.P. Service under the U.S. Patent Application and any patent applications related thereto, to file and maintain the PCT Patent Application as precondition for foreign patent applications, and to prepare, file, and prosecute patent applications in other countries outside of the United States based on the U.S. Patent Application or any patent applications related thereto (the "Patent Applications"). T.O.P. Service understands that Lingualcare's separate attorneys will only represent Lingualcare's interest in these matters and will not represent T.O.P. Service.

T.O.P. Service hereby empowers Lingualcare to proceed and act according to the terms of this Supplemental Agreement and will assist Lingualcare accordingly in accomplishing such preparations, filings, and prosecutions of the Patent Applications as requested by Lingualcare from time to time, including the executing of any documents to perfect Lingualcare's interest as required to further accomplish these powers herein granted to Lingualcare or to further allow Lingualcare to act in respective Patent Offices of countries with respect to the Patent Applications. In view of Lingualcare's interest in the U.S. Patent Application and any applications filed outside of the United States related to or based on the U.S. Patent Application pursuant to the Original Agreement, T.O.P. Service also hereby grants Lingualcare the full authority and power to file, prosecute, and have patents issued under Lingualcare's name, in territories where the Original

Agreement grants exclusive license rights to Lingualcare, but with all ownership subject to the Original Agreement. T.O.P. Service further acknowledges that it shall sign other documents as requested by Lingualcare for recording of Lingualcare's interest in the Patent Applications with individual Patent Offices as requested to further enable Lingualcare to act on the Patent Applications.

T.O.P. Service will bear initially the expenses for the PCT Patent Application and will be reimbursed by Lingualcare in the amount of 50% of the expenses spent, directly after Lingualcare accomplished its initial financing round, defined as the point in time where Lingualcare's activities selling stock or other securities to finance the company successfully results in cash at company's disposition in the amount of at least USD 500,000.00.

Every party shall bear the cost of obtaining and maintaining subsequent patent applications in the territories or countries where it has license rights.

Nothing in this Supplemental Agreement shall be constructed to alter the ownership and license rights as defined in the Original Agreement relating to the U.S. Patent Application and any subsequent application.

In case of any conflict, the provisions of the Supplemental Agreement shall supersede the provisions of the Original Agreement. All general provisions of the Original Agreement shall apply to the provisions of the Supplemental Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date of the last signature below.

Date: January 28, 2003

Lingualcare, Inc.:

By: Rüdger Rubbert

Title: President

Date: January 28, 2003

T.O.P. Service für Lingualtechnik GmbH:

X Dr. Dirk Wiechmann

By: Dr. Dirk Wiechmann

Title: Geschäftsführer