

2-27-03

RECORDATION  
PATE

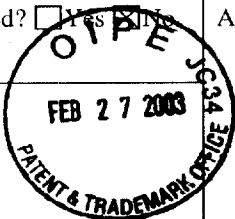


To the Honorable Commissioner of Patents. Please send documents or copy thereof.

102379367

1. Name of conveying party(ies): The Estate of Pauline M. Nicholls Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: Kenneth Grubbs Address: P.O. Box 926 Monroe, GA 30655
---	---

3. Nature of Conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: February 19, 2003	Additional name(s) and address(es) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
--	--



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)	B. Patent No.(s) 5,575,647
------------------------------	-------------------------------

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  BLANK ROME LLP THE FARRAGUT BUILDING SUITE 1000 900 17 <sup>TH</sup> STREET, NW WASHINGTON, DC 20006   27557 PATENT TRADEMARK OFFICE	6. Total applications and patents involved: 1  7. Total fee (37 CFR 3.41): <input checked="" type="checkbox"/> Enclosed \$40.00 <input type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: 23-2185  (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.*

Michael D. White Name of Person Signing	<i>Michael D. White</i> Signature	02/27/2003 Date
--	--------------------------------------	--------------------

Registration Number:  
05/03/2003 ECOOPER 00000167 5575647 Total number of pages including this cover sheet: 3

01 FC:8021

40.00 U

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

**ASSIGNMENT AGREEMENT**

This Assignment Agreement ("Assignment") is entered into effective *nunc pro tunc* as of November 19, 1996 ("the Effective Date"), by and between Kenneth Grubbs, DDS ("Grubbs") and The Estate of Pauline M. Nicholls ("the Estate").

Whereas, Grubbs is the inventor of U.S. Patent No. 5,575,647 (hereinafter "the Patent") directed to and covering a general-purpose dental handpiece, which Patent issued on November 19, 1996;

Whereas, the decedent, attorney Pauline M. Nicholls ("Nicholls"), agreed to provide legal representation to Grubbs in connection with obtaining the Patent and exploiting the invention of the Patent in return for an ownership interest in the Patent as provided in one or more agreements ("the Prior Agreements") between Grubbs and Nicholls;

Whereas, Grubbs and the Estate are desirous of consolidating the Prior Agreements between Grubbs and Nicholls into this Assignment Agreement, which is to be effective *nunc pro tunc* as of November 19, 1996, the issue date of the Patent; and

Whereas, this Assignment Agreement does not affect the validity or enforceability of that certain License and Brokerage Agreement entered into effective July 1, 2001 by and between Grubbs and the Estate on the one hand and Nicholas J. Luciano and Micron Dental Manufacturing, Inc. on the other hand ("the License and Brokerage Agreement"), or any extension, novation or renegotiation thereof.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Estate hereby transfers, assigns and conveys to Grubbs all right, title and interest in the Patent previously conveyed to Nicholls by the Prior Agreements.

2. Grubbs hereby agrees to pay to the Estate Ten Percent (10%) of all Net Profit realized by Grubbs, his successors, heirs and assigns from the Gross Income from the sale, licensing or other exploitation of the Patent on and after January 1, 2003. As used herein, "Gross Income" shall include any and all proceeds or royalties received by Grubbs from the sale of the Patent, the sale of patented products made by Grubbs or from any licensee or sublicensee under the Patent, or from any settlement or damages awarded to Grubbs for any infringement of the Patent, except Gross Income shall not include any amounts received by Grubbs under the License and Brokerage Agreement which amounts shall be governed by the terms of the License and Brokerage Agreement, or any extension, novation or renegotiation thereof. "Net Profit" is defined as the Gross Income less all reasonable and customary Expenses incurred by Grubbs relating directly to the Patent. Such "Expenses" include, but are not limited to, costs and attorney fees in obtaining and maintaining the Patent, expenses incurred for litigating and/or settling any lawsuit involving the Patent and reasonable and customary expenses incurred in licensing, promoting, marketing and exploiting the Patent.

*K.S.*  
*K.S.*

3. Within thirty (30) days of June 30 and December 31 of each year beginning January 1, 2003, Grubbs shall report to the Estate the Net Profit received during the preceding six months and make any payment required by paragraph 2 of this Assignment Agreement.

4. Grubbs shall keep and maintain books and records sufficient to accurately determine the Gross Income, Expenses and Net Profit as defined in paragraph 2 above. The Estate shall have the right to examine such books and records annually upon reasonable notice to Grubbs and to make such copies of the books and records as desired.

5. The term of this Assignment Agreement shall continue until the expiration of the Patent, unless earlier terminated by mutual written agreement of the parties.

6. The terms and provisions contained in this Assignment Agreement constitute the entire agreement between the parties concerning the subject matter hereof, except as otherwise provided herein. This Assignment Agreement supersedes all other agreements, written or oral, between the parties as to the subject matter hereof, except the License and Brokerage Agreement entered into effective July 1, 2001 by and between Grubbs and the Estate on the one hand and Nicholas J. Luciano and Micron Dental Manufacturing, Inc. on the other hand, or any extension, novation or renegotiation thereof.

7. This Assignment Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement *nunc pro tunc* as of November 19, 1996.

By: Kenneth Grubbs 2/19/03  
Kenneth Grubbs Date

The Estate of Pauline M. Nicholls

By: Robert Nicholls 2-19-03  
Robert Nicholls, Executor Date