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DEPARTMENT OF COMMERCE J.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

1. Name of conveying party(ies):

Cygnus Technologies, L.L.C.

2. Name and address of receiving party(ies)

Name: Cygnus Acquisition, L.L.C.

Internal Address:

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

3. Nature of conveyance:

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

Street Address: 8240 East Gelding Drive

City: Scottsdale State: AZ Zip: 85260

Execution Date: 01/09/03

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) see schedule A

B. Patent No.(s) see schedule A

Additional numbers attached? Yes No

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

Name: Brian G. Gilpin; Godfrey & Kahn, S.C.

Internal Address:

Street Address: 780 N. Water Street

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41).....\$ 280.00

- Enclosed, Authorized to be charged to deposit account for any deficiencies

8. Deposit account number:

07-1509

(Attach duplicate copy of this page if paying by deposit account)

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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.

Brian G. Gilpin

Name of Person Signing

Signature

Date April 7, 2003

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

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

SCHEDULE A

TITLE	PATENT/APPLICATION NO.
DESIGN FOR DENTAL IMAGING APPARATUS	29/153,887
IMPROVED DENTAL IMAGING APPARATUS	10/005,326
DESIGN FOR DENTAL X-RAY SENSOR	29/153,164
DESIGN FOR DENTAL X-RAY SENSOR ASSEMBLY	29/153,163
DENTAL IMAGING SYSTEM AND APPARATUS USING IEEE 1394 PROTOCOL	60/357,327
INTRAORAL SENSOR	10/056,419
IMPROVED DENTAL IMAGING APPARATUS	10/045,500

MW665520_2

PATENT ASSIGNMENT

WHEREAS, Cygnus Technologies, L.L.C., an Arizona limited liability company (“Assignor”), owns all right, title, and interest in the United States patents and patent applications listed on Schedule A attached hereto (collectively, the “Patents”);

WHEREAS, Cygnus Acquisition, L.L.C., an Illinois limited liability company having its principal place of business at 8240 East Gelding Drive, Scottsdale, Arizona 85260 (“Assignee”), is acquiring certain of the assets of Assignor relating to its dental equipment business pursuant to the Asset Purchase Agreement dated January 9, 2003, by and among Assignor, Assignee and the members of Assignor (the “Purchase Agreement”); and

WHEREAS, in connection with the Purchase Agreement, Assignee is acquiring all rights in and to the Patents and all continuations, continuations-in-part, divisions, or renewals thereof, all patents that may be granted therefrom, all reissues, re-examinations, or extensions of such patents, and in and to any applications that have been or shall be filed in any foreign countries, and all patents or utility models of foreign countries that may be granted therefrom or correspond thereto, along with the right to recover for damages and profits for past and future infringements thereof.

NOW, THEREFORE, for the good and valuable consideration set forth in the Purchase Agreement, the sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in and to the Patents and all continuations, continuations-in-part, divisions or renewals thereof, all patents that may be granted therefrom, all reissues or extensions of such patents, and in and to any applications corresponding thereto that have been or shall be filed in any foreign countries, and all patents or utility models of foreign countries that may be granted therefrom, together with any and all claims or causes of infringement thereof that may have accrued prior to and/or after the effective date of this Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action.

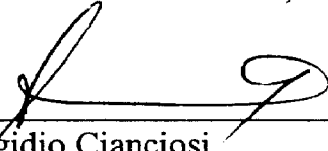
Assignor agrees to execute and deliver at the request of Assignee, all other papers, instruments, and assignments, and to perform any other acts reasonably deemed necessary by Assignee in order to vest all right, title, and interest in and to the Patents to Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

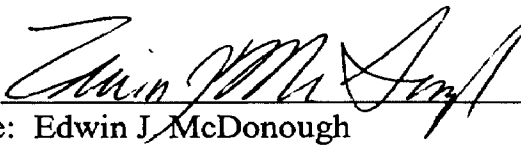
Dated this 9th day of January, 2003, and executed on one or more counterparts.

Dated this 9th day of January, 2003, and executed on one or more counterparts.

CYGNUS TECHNOLOGIES, L.L.C.

CYGNUS ACQUISITION, L.L.C.

By: 
Name: Egidio Cianciosi
Title: Manager

By: 
Name: Edwin J. McDonough
Title: Manager

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