## PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
JENERIC/PENTRON INCORPORATED	03/09/2005

### **RECEIVING PARTY DATA**

Name:	PENTRON ALLOYS, LLC			
Street Address:	5855 Oberlin Drive			
Internal Address:	c/o The Argen Corporation			
City:	San Diego			
State/Country:	CALIFORNIA			
Postal Code:	92121			

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	5423680
Patent Number:	5462437
Patent Number:	5161600
Patent Number:	5091148
Patent Number:	6103383
Patent Number:	6325839
Patent Number:	6613273
Patent Number:	6656420
Patent Number:	6756012
PCT Number:	US0125019
Application Number:	60557312

### **CORRESPONDENCE DATA**

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

PATENT REEL: 015829 FRAME: 0970

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Phone: (714) 540-1235 Email: greg.phillips@lw.com Correspondent Name: Latham Watkins LLP Address Line 1: 650 Town Center Drive Suite 2000 Address Line 2: Address Line 4: Costa Mesa, CALIFORNIA 92626 NAME OF SUBMITTER: Greg Phillips, Senior Paralegal **Total Attachments: 7** source=jeneric#page1.tif source=jeneric#page2.tif source=jeneric#page3.tif source=jeneric#page4.tif source=jeneric#page5.tif

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#### PATENT ASSIGNMENT

This Patent Assignment is dated as of March 9, 2005.

WHEREAS, Jeneric/Pentron Incorporated, a Connecticut corporation (the "<u>Assignor</u>"), having its office at 53 North Plains Industrial Road, Wallingford, Connecticut 06492, is the owner of the entire right, title and interest in and to the inventions claimed in the patents and patent applications, any and all divisionals, continuations, continuations-in-part, foreign counterparts, reissues, renewals, extensions (including supplementary protection certificates), additions, registrations and confirmations thereof, and all patents issuing on any of the aforesaid applications for patents, listed on <u>Schedule A</u> attached hereto and made a part hereof (the "<u>Patents</u>");

WHEREAS, Pentron Alloys, LLC, a California limited liability company (the "Assignee"), having its office at c/o The Argen Corporation, 5855 Oberlin Drive, San Diego, California 92121, is desirous of acquiring the entire right, title, and interest in and to said Patents; and

WHEREAS, Assignor makes this assignment pursuant to Sections 1.6(a)(iii) and 5.4 of that certain Asset Purchase Agreement, dated as of the date hereof, by and between Pentron Laboratory Technologies, LLC, a Connecticut liability company and affiliate of Assignor ("PLT") and Assignee (the "Purchase Agreement"), under which Assignee purchased the Purchased Assets (as defined therein) from PLT (and certain of its affiliates).

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. The above recitals are incorporated herein by reference, and made part of this Assignment.
- Assigner does hereby sell, transfer, convey, assign, deliver and quitclaim to the Assignee, its successors and assigns, absolutely and forever, the entire right, title and interest in and to the Patents throughout the world and the inventions and designs covered thereby, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and legal representatives, to the full end of the term for which the Patents have been or will be granted, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment had not been made; together with all claims by the Assignor for damages by reason of past infringement of the Patents with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. Assignor hereby authorizes and requests the Commissioner or Director of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue patents, to issue or transfer all Patents to Assignee, its successors and assigns, in accordance with the terms of the assignment, or otherwise as Assignee may direct.

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- 3. Assignor covenants and agrees that it will, upon the reasonable request of the Assignee, its successors, assigns or legal representative, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee, its successors, assigns or legal representative, that may be necessary or desirable to transfer to Assignee, its successors, assigns or other legal representative, the Assignor's right, title and interest in and to such Patents, without charge to the Assignee, its successors, assigns or legal representative, but at the cost and expense of the Assignee, its successors, assigns or legal representatives.
- 4. Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Patents, and shall not enter into any agreement in conflict with this Assignment.
- 5. No amendment, change or modification of this Assignment shall be effective unless set forth in writing and signed by the parties.
- 6. In the event that any one or more provisions of this Assignment are deemed to be illegal or unenforceable, then the parties shall hereby request a tribunal, forum or court of competent jurisdiction to reform any such provision so as to make it enforceable while also maximizing the intent of the parties. If said provisions cannot be so modified, then such illegality or unenforceability will not affect any of the remaining legal and enforceable provisions hereof, which will be continued as if the illegal and unenforceable provisions had not been inserted herein.
- 7. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

[Signature page follows]

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IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

**ASSIGNOR:** 

JENERIC/PENTRON INCORPORATED

Name James H. Mandell Title: Executive Vice President

**ASSIGNEE:** 

PENTRON ALLOYS, LLC

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IN WITNESS WHEREOF, each party has caused this instrument to be signed by a duly authorized representative as of the date first written above.

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	C)	.71	L.	Τ.	v	1.	

### JENERIC/PENTRON INCORPORATED

**ASSIGNEE:** 

PENTRON ALLOYS, LLC

By: M Name: New Wansten Title: Manage

PATENT

**REEL: 015829 FRAME: 0975** 

STATE OF NAMCCICUIT
COUNTY OF NOW HOLE!
On this day of March, 2005, before me personally appeared to me personally known, who, being duly sworn, did say that he/she is the executed the foregoing instrument for and on behalf of JENERIC/PENTRON INCORPORATED being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.
Both M. AUA
Notary Public  Beth M. Huiteen, Notary Public
State of Connecticut  My Commission Expires 11/30/2008
STATE OF}
STATE OF}  COUNTY OF}
On this day of March, 2005, before me personally appeared to me personally known, who, being duly sworn, did say that he/she is the of PENTRON ALLOYS, LLC and that he/she duly executed the foregoing instrument for and on behalf of PENTRON ALLOYS, LLC being duly authorized to do
COUNTY OF
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STATE OF}
COUNTY OF}
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Notary Public
STATE OF
CHERYL L. KLEINDOLPH Commission # 1482957 Notary Public - California San Diego County My Comm. Expires Apr 13 2008

PATENT REEL: 015829 FRAME: 0977

# Schedule A

JPP Number	Patent Number	Filing Date	Expires	Product	Title	Owner
JPP-1038	5,423,680	11/10/1993	11/10/2013	Bio 75g; Gold Core 75	Palladium Gallium & Copper Free Alloys	Jeneric/Pentron Incorporated
JPP-1039	5,462,437	11/10/1993	11/10/2013	Nu Gold; Kb40kf; Bio74pf; Kb58kf	Dental Alloys for Composite & Porcelain Overlays	Jeneric/Pentron Incorporated
JPP-1045	5,161,600	11/16/1990	11/16/2010		System & Method for Casting & Reworking Metallic Material	Jeneric/Pentron Incorporated
JPP-1046	5,091,148	01/2/1991	1/2/2011	R5	Titanium Alloy Dental Restorations	Jeneric/Pentron Incorporated
JPP-1067	6,103,383	01/27/1998	1/27/2018	Rexillium 4	High Tungsten Silicon-Aluminum Dental Alloy	Jeneric/Pentron Incorporated
JPP-1238	6,325,839	07/20/2000	7/20/2020		Method for the Manufacture of Dental Restorations	Jeneric/Pentron Incorporated
JPP-1253	6,613,273	01/10/2001	1/10/2021	Sinterkor	Method for the Manufacture of Dental Restorations	Jeneric/Pentron Incorporated
JPP-1254 CPA	6,656,420	01/26/2001	1/26/2021		Dental Alloys	Jeneric/Pentron Incorporated
JPP-1260 A	6,756,012	08/10/2001	8/10/2021	Jewel Cast Plus; Gold Core Plus; Jewel Cast II; Jewel Cast III; Gold Core 2	High Expansion Dental Alloys	Jeneric/Pentron Incorporated

JPP Number	Application Serial Number and File Date	Title	Owner
JPP-1260A-NP (Europe)	PCT/US01/25019 File Date: 8/10/01	High Expansion Cobalt Chrome Base Dental Alloys	Jenèric/Pentron Incorporated.
	EP 01 962 024.4		
	European Publication No. 1330227		
	Publication Date: 7/30/03		
JPP-1298(US)	Serial No. 60/557,312 File	Dental Restorations and	Jeneric/Pentron
Provisional Application	Date: 3/29/04	Methods of Manufacture Thereof	Incorporated

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**PATENT** 

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