

1/13/05

A / 581-UG

10/521347
DT12 Rec'd PCT/PTO 13 JAN 2005

IN THE UNITED STATES PATENT AND TRADE

06-30-2005



In Re Application of:	Müller et al.	103031591
For:	DISPENSING SYSTEM FOR FLUID SUBSTANCES	
Serial No.:	Unknown	
Filed:	Herewith	
Examiner:	Unknown	
Art Unit:	Unknown	
Attorney Docket No.:	HMNZ 2 00036	

Cleveland, Ohio 44114-2518
January 13, 2005

ASSIGNMENT TRANSMITTAL LETTER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Please record the attached original document or copy thereof.

1. Name of Party conveying an interest:

Barbara Müller
Am Höhenblick 3
89129 Langenau
Germany

Werner Mannschedel
Köthe-Kollusitz-Weg
89129 Langenau
Germany

2. Name of Party receiving an interest:

COLTÈNE/WHALEDENT GMBH + CO. KG
Raiffeisenstrasse 30
89129 Langenau
Germany

1/25/2005 GFREY1 00000025 10521347

A PD:8021

40.00 GP

CERTIFICATE OF MAILING

I hereby certify that this **ASSIGNMENT and TRANSMITTAL** is being deposited with the United States Postal Service as **EXPRESS MAIL** in an envelope numbered EV 494998527 US, Commissioner For Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on January 13, 2005

George B. Sonntag
George B. Sonntag

3. Description of the interest conveyed:

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

4. These documents are being filed together with a new application, the filing date of which is: January 13, 2005.

or

These documents are being filed in connection with application Serial No. _____ filed on _____.

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

Scott A. McCollister
 FAY, SHARPE, FAGAN, MINNICH & McKEE, LLP
 1100 Superior Avenue, Seventh Floor
 Cleveland, Ohio 44114-2518

6. One patent application is involved.

- 7. Amount of fee enclosed: \$40.00.
- Amount authorized to be charged to Deposit Account No. 06-0308: _____

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment to Deposit Account No. 06-0308.

8. The assignment shows it was signed on: January 3, 2005


9. 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.

10. Total number of pages enclosed: 4.

Respectfully submitted,

FAY, SHARPE, FAGAN,
MINNICH & McKEE, LLP

January 13, 2005
Date



 Scott A. McCollister, Reg. No. 33,961
 1100 Superior Avenue, Seventh Floor
 Cleveland, OH 44114-2518
 (216) 861-5582

Attorney Docket No.: HMNZ 2 00036

ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I/We, the undersigned, **Barbara Müller**, of Langenau, Germany and **Werner Mannschedel** of Langenau, Germany who have created a certain invention for which a U.S. Patent Application has been

executed concurrently herewith
 executed on
 filed , 200 and assigned Application Serial No.

and is entitled

DISPENSING SYSTEM FOR FLUID SUBSTANCES

hereby sell, assign and transfer to COLTÈNE/WHALEDENT GMBH + CO. KG ("Assignee"), having a place of business at of Raiffeisenstrasse 30, 89129 Lengenau, Germany, its successors, assigns, nominees or other legal representatives, the full, exclusive, entire worldwide rights, title and interest in, to, and under said invention as described and claimed in said application, including the provisional application from which it claims priority, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, nominees, or other legal representatives, to the end of the term or terms for which said Letters Patent are or may be granted, reissued, or extended, as fully and entirely as the same would have been held and enjoyed by Inventors if this assignment and sale had not been made; all of the entire rights, title and interest in and to said invention and said application, and all original and reissued patents granted for said invention, and all divisions, reissues, continuations-in-part, and continuations of said application, including the subject matter of any and all claims which may be obtained in every patent, and the right, where such right can be legally exercised, in Assignee's own name to apply for and obtain patents in countries foreign to the United States, including the full right to claim for any such application the benefits of the International Convention and the Patent Cooperation Treaty as fully and entirely as Inventors could have done if the foreign application had been filed in the names of the Inventors, and the entire interest in any Letters Patent which may be granted on any such application in such foreign countries, and Inventors authorize and request the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States whose duty is to issue patents on applications as aforesaid, to issue the said Letters Patent to Assignee, its successors, assigns, nominees, or other legal representatives, as Assignee and owner of the said entire rights, and Inventors covenant that Inventors have the full right to convey the said entire interest herein assigned and that Inventors have not executed and will not execute any agreement in conflict herewith, and Inventors will communicate to Assignee, its successors, assigns, nominees, or other legal representatives all facts known to Inventors respecting said invention, whenever requested, and testify in any legal proceedings, sign all lawful papers, execute and deliver all divisional, continuing, and reissue applications, make all rightful oaths or declarations, and do all lawful acts requisite for the application for

such divisional, continuing, or reissue applications, or the procuring thereof, and that if and when Assignee, its successors, assigns, nominees, or other legal representatives desire to file a disclaimer relating thereto, Inventors will, upon request, sign and deliver all lawful papers requisite for the filing of such disclaimer, and

Inventors further covenant and agree that Inventors will, at any time upon request, do everything possible to aid Assignee, its successors, assigns, nominees, or other legal representatives, either in the name of Inventors or Assignee, to apply for, obtain, and enforce proper patent protection for said invention in all countries, according to the International Convention and the Patent Cooperation Treaty, and all the laws and treaties in force, all without further consideration but at the expense of Assignee, its successors, assigns, nominees, or other legal representatives.

Signed at Langenau on 3rd January, 2005

Dr. B. Müller
Barbara Müller

Witnesses:

Brinkmann, Gisela Frieda Brück
Printed Name:

Häubler, Manuela St. Häubler
Printed Name:

Signed at Langenau on 3rd January, 2005.

Werner Mannschedel
Werner Mannschedel

Witnesses:

Brinkmann, Gisela Frieda Brück
Printed Name:

Häubler, Manuela St. Häubler
Printed Name: