

10-03-2005

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Form 10-1595 (Rev. 09/04)  
OMB No. 0651-0027 (exp. 6/30/2005)U.S. DEPARTMENT OF COMMERCE  
States Patent and Trademark Office

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Jeff MacDonald, Robert Hayman

Execution Date(s) 9/14/05, 9/16/05

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance:**

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☐ Other \_\_\_\_\_

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

Name: Discus Dental Impressions, Inc.

Internal Address: \_\_\_\_\_

Street Address: 8550 Higuera Street

City: Culver City

State: California

Country: U.S.A. Zip: 90232

Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☒ This document is being filed together with a new application.

A. Patent Application No.(s)

11/173,632  
PCT/US2005/23588

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**

Name: Michael Bergman, Bergman Kuta LLP

Internal Address: Docket Nos.: D2000-0047-P002  
and D2000-0047-P001-PC

Street Address: P.O. Box 400167

City: Cambridge

State: MA Zip: 02140

Phone Number: (617) 868-8481

Fax Number: (617) 868-8484

Email Address: MBergman@BergmanKuta.com

**6. Total number of applications and patents involved:**

1

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40**

- ☒ Authorized to be charged by credit card  
☒ Authorized to be charged to deposit account  
☐ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**a. Credit Card Last 4 Numbers 1004  
Expiration Date 04/07

b. Deposit Account Number 50-3117

Authorized User Name Michael Bergman

**9. Signature:**

Signature

26 SEP 2005

Date

Michael Bergman, Reg. No. 42,318

Name of Person Signing

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

7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT  
REEL: 017035 FRAME: 0346

## ASSIGNMENT

THIS ASSIGNMENT, made this 16th day of September, 2005 by JEFF MACDONALD, addressed c/o Discus Dental Impressions, Inc., 8550 Higuera Street, Culver City, California 90232, USA; and ROBERT HAYMAN, addressed c/o Discus Dental Impressions, Inc., 8550 Higuera Street, Culver City, California 90232, USA (hereinafter together referred to as Assignors);

WHEREAS, Assignors have invented certain new and useful inventions entitled DENTAL COMPOSITIONS WITH SENSITIVITY RELIEF, set forth in an application for Letters Patent of the United States filed on June 30, 2005 as Utility Patent Application No. 11/173,632 and on June 30, 2005 as PCT Patent Application No. PCT/US2005/23588; and

WHEREAS, Discus Dental Impressions, Inc., a corporation organized under and pursuant to the laws of CALIFORNIA, having its principal place of business at 8550 Higuera Street, Culver City, California 90232, USA (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said inventions, and improvements thereon, and in and to said application for Letters Patent of the United States, and any Letters Patent of the United States, and of foreign jurisdictions, to be obtained therefor and thereon, as well as the right of action and all other rights, including the right to sue or otherwise bring action and to collect and receive damages therefrom for past infringement thereof, and to collection of reasonable royalties based on provisional rights thereof;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) in hand paid, and other good and sufficient consideration, the receipt of which is hereby acknowledged, Assignors have sold, assigned, transferred and set over, and by these presents do sell,

assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and said improvements and said application for Letters Patent, and in and to any and all patent applications claiming priority therefrom including, but not limited to, all direct and indirect divisions, continuations and continuations-in-part of said application, and any and all Letters Patent in the United States which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under all available International Agreements, Treaties and Conventions for the protection of intellectual property in its various forms in every participating country, and all applications for patents (including related rights such as utility-model registrations, inventor's certificates, and the like) heretofore or hereafter filed for said inventions and improvements in any foreign country including, but not limited to, all divisions, continuations, continuations-in-part thereof, and further including, but not limited to, extensions, renewals, substitutes and reissues granted for said inventions and improvements in any foreign country, the same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which such Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignors, had this sale and assignment not been made;

AND for the same consideration, Assignors hereby sell, assign, transfer and set over to Assignee, any and all claims and demands that Assignors may have against any person or entity relating to the right, title and interest in and to said inventions and improvements thereon, and said application for Letters Patent of the United States, and any Letters Patent of the United States, and of foreign jurisdictions, or other rights to be obtained therefor and thereon, including but not limited to, any claim of infringement of rights, including provisional rights, whether heretofore or hereafter accrued, together with the right to retain for Assignee any and all sums that Assignee may obtain or recover as a result of the assertion or enforcement of any such claim or demand;

AND for the same consideration, Assignors hereby represent and warrant to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignors are the sole and lawful owners of the entire right, title and interest in and to the said inventions and improvements thereon, and said application for Letters Patent above-mentioned, and any Letters Patent of the United States and of any foreign jurisdiction to be obtained therefor and thereon, and that the same are unencumbered, and that Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, Assignors hereby covenant and agree to and with Assignee, its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, shall advise: that any proceeding in connection with said inventions, or said application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for said inventions including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable;

AND for the same consideration, Assignors hereby authorize and request the United States Commissioner for Patents, and any officials of foreign countries whose duty it is to issue patents on applications as aforesaid, to issue all patents for said improvements to Assignee, for the sole use and benefit of Assignee, its successors, legal representatives and assigns;

AND Assignors acknowledge an obligation of assignment of this invention to Assignee at the time the invention was made.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

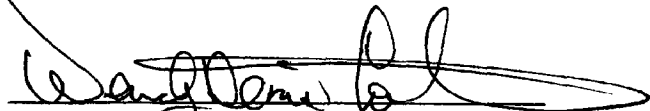
Date: 9.14.05

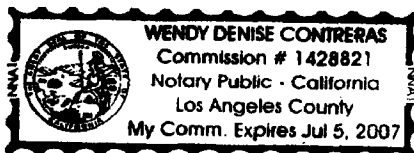
  
Jeff MacDonald

United States of America )  
State of CALIFORNIA ) ss.:  
County of Los Angeles )

On this 14 day of September, 2005, before me personally came Jeff MacDonald, ☒ to me known to be the person described herein or ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument is the person, or the entity upon behalf of which the person acted, executed the instrument.


Witness my hand and official seal:

  
Notary Public  
My commission expires: July 5, 2007



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Date: 9/16/95

  
Robert Hayman

United States of America )  
State of CALIFORNIA ) ss.:  
County of Los Angeles )

On this 14th day of September, 2005, before me personally came Robert Hayman, ☒ to me known to be the person described herein or ☐ proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument is the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal:

W. J. Moore  
Notary Public  
My commission expires:

