

Form PTO-1595 (Rev. 07/05)  
OMB No. 0651-0027 (exp. 6/30/2008)

JUL 27 2006

08-01-2006

DEPARTMENT OF COMMERCE  
Patent and Trademark Office



103284357

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)

Dental Power, Inc.  
Dentistry 2000  
John Schoeffel

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

## 3. Nature of conveyance/Execution Date(s):

Execution Date(s) June 30, 2006

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

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

Name: Discus Dental Inc.

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

Street Address: 8550 Higuera Street

City: Culver City

State: California

Country: USA 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)

11/152,942  
60/579,915  
PCT/US2005/021039

## B. Patent No.(s)

5,503,554  
6,697,714  
5,178,540

Additional numbers attached? ☐ Yes ☒ No

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

Name: Discus Dental Inc.

Internal Address: c/o Nancy N. Quan

Street Address: 8550 Higuera Street

City: Culver City

State: California Zip: 90232

Phone Number: 310-845-8501

Fax Number: 310-845-1513

Email Address: NancyQ@DiscusDental.com

6. Total number of applications and patents involved: Six7. Total fee (37 CFR 1.21(h) & 3.41) \$ 240.00

- ☒ 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 \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 50-3717

Authorized User Name Nancy N. Quan

## 9. Signature:

Nancy N. Quan  
Signature

July 20, 2006

Date

Nancy N. Quan for Discus Dental Inc.

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450.

The PTO did not receive the following  
listed item(s) Credit Card Payment

PATENT  
REEL: 018132 FRAME: 0097

## **ASSIGNMENT OF PROPRIETARY RIGHTS**

### **ASSIGNMENT (Intellectual Property)**

ASSIGNORS: Dental Power, Inc.  
24422 Del Prado, #11  
Dana Point, CA 92629

DENTISTRY 2000  
24422 Del Prado, #11  
Dana Point, CA 92629

John Schoeffel  
24422 Del Prado, #11  
Dana Point, CA 92629

ASSIGNEE: Discus Dental, Inc.  
8550 Higuera Street  
Culver City, CA 90232

### **ASSIGNED SUBJECT MATTER**

All intellectual property in which each ASSIGNOR has any right, title, or interest, including but not limited to all "Patents" (as hereinafter defined), all "Marks" (as hereinafter defined), all "Confidential Information" (as hereinafter defined), and all "Related Rights" (as hereinafter defined).

1. "Marks" is defined to include all trademarks and servicemarks listed on Schedule A, including any pending applications and registrations in the United States or in any foreign jurisdiction related to the trademarks or servicemarks listed on Schedule A.

2. "Copyrights" is defined to include all copyrights and applications for copyrights listed on Schedule B.

3. "Patents" is defined to include all patents and patent applications identified on Schedule C, any patents issuing on any patent applications (including the Patent Applications as that term is defined in the Asset Purchase Agreement, dated as of June 30, 2006 by and among Sellers and Buyer (the "Agreement")) identified on Schedule C, the inventions disclosed in any of the foregoing, any and all counterpart United States, international and foreign patents, applications and certificates of invention based upon or covering any portion of the foregoing and all reissues, divisionals, renewals, extensions, provisionals, continuations and continuations-in-part of any of the foregoing.

4. "Confidential Information" is defined to include, but not limited to, confidential information, financial information, member lists and information, marketing information, financial and technical trade secrets, techniques, processes, and know-how.

5. "Related Rights" is defined to include:

A. All goodwill of the business symbolized by the Marks:

B. All rights and causes of action to enforce the rights associated with each item referenced in paragraphs 1, 2, 3 and 4.A (collectively referred to herein as the "Assigned Subject Matter") in all countries, including all rights to claim and recover damages and compensation for past or continuing infringements of or violation of rights to any item of Assigned Subject Matter in all relevant jurisdictions and all rights to apply in any or all countries of the world for patents, certificates of invention or other governmental grants for the Patents, including without limitation under the Paris Convention for the Protection of Industrial Property, the International Patent Cooperation Treaty, or any other convention, treaty, agreement or understanding.

NOW, THEREFORE, as part of the transfer of certain business and assets to which the Assigned Subject Matter is related, and for good and valuable consideration, the receipt of which from ASSIGNEE is hereby acknowledged, each of the ASSIGNORS does hereby sell, assign, transfer and set over to ASSIGNEE, its successors and assigns, the entire right, title and interest in and to each and every item of said Assigned Subject Matter.

Each ASSIGNOR hereby covenants that such ASSIGNOR has full right to convey the entire interest herein assigned and that such ASSIGNOR has not executed and will not execute any agreement in conflict herewith.

Each ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue the Assigned Subject Matter to the ASSIGNEE, its successors and assigns, in accordance with the terms of this instrument.

Each ASSIGNOR further agrees that it will communicate to ASSIGNEE any facts known to such ASSIGNOR respecting the Assigned Subject Matter, and testify in any legal proceeding, sign all lawful papers, make all rightful oaths and declarations, and generally do everything reasonably possible to aid ASSIGNEE to perfect title to, and obtain and enforce in all countries the properties and rights which comprise the Assigned Subject Matter.

The terms and conditions of this Assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon each ASSIGNOR, its successor, assigns and other legal representatives.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, ASSIGNORS have made this assignment effective as of June 30, 2006

"ASSIGNORS"

Dental Power, Inc., a California corporation

(Notarization Required)

By:

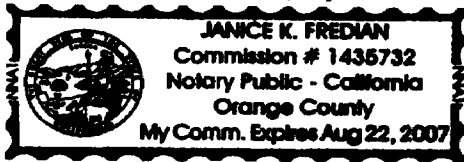
  
John Schoeffel, President

State of California )  
County of Orange ) ss.  
County of Orange )

On this 28th day of June 2006, before me, Janice K. Fredian, a Notary Public in and for the County and State aforesaid, personally appeared **John Schoeffel**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.





DENTISTRY 2000, a Sole Proprietorship of John Schoeffel

(Notarization Required)

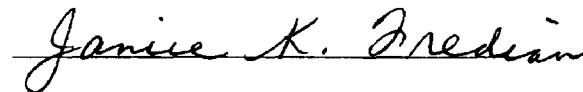
By:

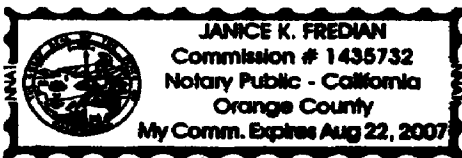
  
John Schoeffel, Sole Proprietor

State of California )  
County of Orange ) ss.  
County of Orange )

On this 28th day of June 2006, before me, Janice K. Fredian, a Notary Public in and for the County and State aforesaid, personally appeared **John Schoeffel**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.





John Schoeffel

(Notarization Required)

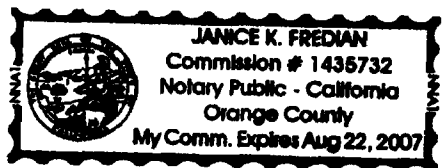
State of California )

) ss.

County of Orange )

On this 28th day of June 2006, before me, Janice K. Fredian, a Notary Public in and for the County and State aforesaid, personally appeared **John Schoeffel**, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.



Accepted as of June 30, 2006

"ASSIGNEE"

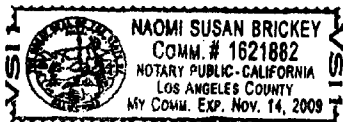
Discus Dental, Inc.,  
a California corporation

(Notarization Required)

By: Sally A. Knutson July 20, 2006  
Name: Sally A. Knutson  
Title: Chief Financial Officer

On this 20th day of July 2006, before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Sally A. Knutson, who is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on such instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.





SCHEDULE C						
Country/Type	Title	Serial No.	Filed	Issue No./ Pub. No.	Issue date/Pub. Date	Owner
Patents						
US Utility	Endodontic Files Method and Apparatus For Evacuation of Root Canal	08/419813	11-Apr-95	5,503,554	2-Apr-96	John Schoeffel
US Utility	Apparatus for Evacuation Of Root Canal	10/387804	13-Mar-03	6,997,714	14-Feb-06	John Schoeffel
US Utility- CIP	Apparatus for Evacuation Of Root Canal	11/152942	13-Jun-05	US 2005-0287498	29-Dec-05	John Schoeffel
US- Provisional	Apparatus for Evacuation Of Root Canal	60/579915	14-Jun-04	N/A	N/A	John Schoeffel
International-PCT	Apparatus for Evacuation Of Root Canal	US2005/021039	14-Jun-05	WO2005/122943	29-Dec-05	John Schoeffel
US Utility	Tooth Dowels	07/857,117	25-Mar-92	5,178,540	12-Jan-93	John Schoeffel
SCHEDULE A						
Trademark						
Country/Type	Title	Serial No.	Filed	Registration No.	Registration Date	Owner
US	ENDOVAC	76552533	29-Sep-03	2959095	7-Jun-05	John Schoeffel
US	VERSADOWEL	74137058	7-Feb-91	1732053	10-Nov-92	Dental Power
US	TI-TEC TC	75383215	3-Nov-97	2231805	16-Mar-99	Dental Power
US	DENTISTRY 2000	75416440	12-Jan-98	Never Registered		John Schoeffel
US	PAC-160	73620857	19-Sep-86	Never Registered		John Schoeffel