

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Due to an error, Patent 5,133,470 was listed as part of 5 Patents to be assigned. Patent 5,133,740 is the correct patent number. previously recorded on Reel 018184 Frame 0051. Assignor(s) hereby confirms the Patent 5133740 should be assigned to RMO, Inc. with the other 4 patents listed. Assignment of Patent 5133470 should be removed..

**CONVEYING PARTY DATA**

Name	Execution Date
Kussick Orthodontics, LLC	01/16/1995

**RECEIVING PARTY DATA**

<b>Name:</b>	RMO, Inc.
<b>Street Address:</b>	650 West Colfax Avenue
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80204

**PROPERTY NUMBERS Total: 1**

Property Type	Number
Patent Number:	5133740

**CORRESPONDENCE DATA**

Fax Number: (303)863-0223  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 303-863-9700  
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<b>ATTORNEY DOCKET NUMBER:</b>	1029-167-1
<b>NAME OF SUBMITTER:</b>	Joseph E. Kovarik

**CH \$40.00 5133740**

**Total Attachments: 7**

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<b>PATENT ASSIGNMENT</b>
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Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Kussick Orthodontic Systems, LLC	01/16/1995
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RMO, Inc
<b>Street Address:</b>	650 West Colfax Avenue
<b>City:</b>	Denver
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80204
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	5885073
Patent Number:	5779470
Patent Number:	<del>5133470</del> - 5,133,740
Patent Number:	4997182
Patent Number:	4773853
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(303)863-0223
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	303--863-9700

Email: pwest@sheridanross.com  
Correspondent Name: Sheridan Ross PC  
Address Line 1: 1560 Broadway  
Address Line 2: Suite 1200  
Address Line 4: Denver, COLORADO 80228

ATTORNEY DOCKET NUMBER: 1029-167

NAME OF SUBMITTER: Joseph E. Kovarik

Signature: /Joseph E. Kovarik/

Date: 08/29/2006

**Total Attachments: 5**

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**RECEIPT INFORMATION**

EPAS ID: PAT150527

Receipt Date: 08/29/2006

Fee Amount: \$200

Confidential

March 31, 2000

AMENDMENT TO LETTER AGREEMENT

Dr. Leon Kussick  
3884 Clipper Core Drive  
Naples, FL 34112

Dear Dr. Kussick:

This letter presents certain amendments to the Letter Agreement dated January 16, 1995 between RMO, Inc. and Dr. Leon Kussick (the "Letter Agreement") and shall be effective as of January 16, 1995 ("Effective Date"). Dr. Kussick has assigned the Letter Agreement to Kussick Orthodontics, LLC, a New Jersey limited liability company ("KO"). In consideration of the mutual promises set forth below, the Letter Agreement is amended as follows:

1. **DEFINITIONS:** - The following terms will be defined as follows:
  - (a) "Kussick System". The Parties agree that, for the purposes hereof, the term "Kussick System" shall mean all past, present and future inventions, developments and/or improvements directed to or related to an orthodontic bone remodeling system or to any "Kussick System Components" set forth in the Exhibit of the Letter Agreement to which Dr. Kussick has made or will make contributions.
  - (b) "Kussick System Products". The Parties agree that, for purposes hereof, the term "Kussick System Products" will mean any and all products produced in connection with the Kussick System.
  - (c) "Kussick Patent". The Parties agree that, for purposes hereof, the term "Kussick Patent" will mean a valid U.S. or foreign patent for which Dr. Kussick is an inventor and which includes at least one claim directed to or related to an aspect of the Kussick System.
  - (d) "Kussick Intellectual Property". The Parties agree that for the purpose hereof, the term "Kussick Intellectual Property" shall mean: (i) all improvements, inventions, techniques, data, results, information, trademarks (including all associated goodwill) and trade secrets related to the Kussick System without regard as to which party contributed to or was responsible for any of the foregoing; (ii) all copyrights and all other rights to all promotional and instructional materials related to the Kussick

System; (iii) all regulatory filings and approvals related to the Kussick System; (iv) all patent applications and resulting Kussick Patents related to the Kussick System; and (v) all technology and information developed by Dr. Kussick relating or otherwise applicable to the Kussick System.

2. Section 3(d) shall be amended so that the term "patent owned by Dr. Kussick" is deleted and replaced by "Kussick Patent".

3. Section 4 shall be deleted in its entirety and the following substituted therefor:

4. Intellectual Property.

- (a) Kussick Intellectual Property shall be owned solely by RMO, without regard as to which Party contributed to or was responsible for any of the foregoing. Dr. Kussick and KO acknowledge and agree that RMO owns Kussick Intellectual Property, and Dr. Kussick and KO hereby assign to RMO any and all Kussick Intellectual Property. Dr. Kussick and KO agree to execute any documents reasonably deemed necessary by RMO for RMO to evidence, protect, maintain and otherwise enjoy RMO's right, title and interest in and to all of the above-mentioned rights, technology and information, including without limitation the execution of patent, trademark and copyright assignments. Dr. Kussick further agrees to reasonably cooperate with and assist RMO with respect to the preparation and prosecution of any patent, trademark and copyright applications which RMO, in its sole discretion, deems appropriate for protection of Kussick System Products, such patent, trademark and copyright preparation and prosecution, however, to be undertaken solely at RMO's expense. RMO shall have the right to designate the attorneys to prepare, file, prosecute, issue, defend and maintain any such patent, trademark and copyright applications and patent, trademark and copyright registrations resulting therefrom and shall be solely responsible for the costs associated therewith.
- (b) Dr. Kussick warrants that he has not assigned, licensed and/or agreed to assign or license to any third party other than KO or RMO any Kussick Intellectual Property.
- (c) From time to time, Dr. Kussick, alone or in collaboration, may develop additional components, appliances, kits, tools or instructional materials which are not otherwise reasonably subject hereto as improvements to the Kussick System. RMO shall have a right of first refusal to enter into an agreement with Dr. Kussick as to each such item; provided however, that RMO exercises such right in writing within a ninety (90) day period following written notification from Dr. Kussick. The written notification from Dr. Kussick shall specifically refer to said ninety (90) day period.

Should RMO fail to exercise such right within said ninety (90) day period, then Dr. Kussick shall be free to enter into a third-party agreement(s) with respect to such item. If RMO does execute such right within said ninety (90) day period, but the Parties are unable to reach an agreement within another ninety (90) day period thereafter, then Dr. Kussick may pursue a third-party offer to license the item and RMO shall be given ninety (90) days to match any such offer before Dr. Kussick accepts the same if the third party offer is less than that earlier offered by RMO.

- (d) In the event that any third-party asserts that any aspect of the Kussick System infringes or otherwise violates any patent, trademark, trade secret or copyright, the parties will jointly discuss how best to proceed, subject to RMO's final approval, and RMO will have the independent right to suspend sales of the affected Kussick System Product.
- (e) RMO hereby relinquishes any and all right to recover fifty percent (50%) of reimbursed patent expenses pursuant to the former Section 4(b) of the Letter Agreement. The parties acknowledge that neither party owes the other party any amount under the former Section 4(b).
- (f) Subject to Section 7(i) of the Letter Agreement, RMO shall not license, assign, sell or transfer to any third party any of the Kussick Intellectual Property without the express written approval of KO and Dr. Kussick and shall be subject to an agreement for compensation to KO and Dr. Kussick.
- (g) In the event RMO wishes to bring an action against a third party or otherwise wishes to halt, mitigate or prevent infringement of any Kussick Intellectual Property, any action or infringement by RMO shall be at its sole expense. For any recovery after RMO's reasonable and customary out of pocket legal expenses, RMO shall pay KO fifteen percent (15%) of such recovery.
- (h) Following expiration of all Kussick Patents, if the competition in a country for a Kussick System or Kussick System Product is such that it is uneconomic for RMO to pay the royalty of Section 3(c) of the Letter Agreement, the parties shall negotiate in good faith a reduction or elimination in the royalty on a country by country and product by product basis; provided, however, that in no event shall RMO be permitted to use any Kussick trademarks for any product, its literature, advertising, promotion, packaging or marketing if RMO is not paying KO a royalty on such product.
- (i) RMO shall promptly notify KO if RMO decides to abandon any Kussick Patent or any other Kussick Intellectual Property patent, trademark or

copyright application or registration. At KO's request, such Kussick Patent or other Kussick Intellectual Property patent, trademark or copyright application or registration (and associated goodwill) shall be assigned to KO, and RMO shall neither be licensed under such Kussick Patent or such Kussick Intellectual Property patent, trademark or copyright application or registration, so long as KO continues to maintain and prosecute such Kussick Patent or such Kussick Intellectual Property patent, trademark or copyright application or registration, nor be responsible for its prosecution and maintenance. The parties may mutually agree to abandon any Kussick Patent or Kussick Intellectual Property patent, trademark or copyright application or registration.

4. Sections 5 and 6 shall be deleted in their entirety and the following substituted therefor:

5. Term

- (a) The term of this Letter Agreement shall expire upon the later to occur of the expiration date of the last-to-expire Kussick Patent, or RMO ceasing to manufacture, market, use, import, have manufactured, offer to sell, sell or have sold any Kussick System or any Kussick System Product.
  - (b) The parties agree that this Letter Agreement may be terminated by either party if the other party breaches any material obligation under this Letter Agreement and fails to diligently proceed to cure such breach within ninety (90) days after receipt of written notice from the terminating party which sets forth the basis of such breach and the terminating party's intent to terminate the Letter Agreement due to such breach. However, no termination shall occur if there is a disagreement as to whether a breach has occurred or whether a breach has been cured until an independent third party chosen by the parties has decided which party is correct, or if the parties are unable to agree on the terms of such a third party determination, until decided by a court of competent jurisdiction from which no appeal has or can be taken.
6. Effect of termination. In the event that RMO either: (i) terminates this Agreement prior to the expiration of the last-to-expire valid Kussick Patent, or (ii) RMO materially breaches this agreement, then:
- (a) the assignment to RMO under Section 4, as amended by this Amendment, shall terminate. RMO shall reassign to KO all goodwill, right, title and interest that RMO has in and to the Kussick Intellectual Property;
  - (b) RMO shall immediately stop selling and marketing the Kussick System and all components, kits, appliances, tools and instructional materials



relating thereto, except that RMO shall be permitted to dispose of its existing stock provided that KO is paid in accordance with the compensation provisions of Section 3 of the Letter Agreement;

- (c) RMO shall not use "Kussick" as part of any promotion, product, trademark or identification or for any other purpose; and
- (d) Dr. Kussick shall not use the names "RMO" or "Rocky Mountain Orthodontics" for any purpose.

5. All of the provisions of the Letter Agreement remain in full force and effect to the extent they are not inconsistent with this Amendment.

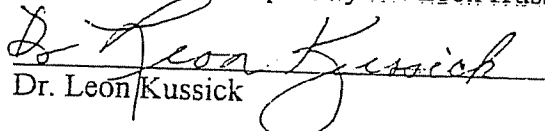
Sincerely yours,



Martin Brusse  
Chief Executive Officer  
RMO, Inc.

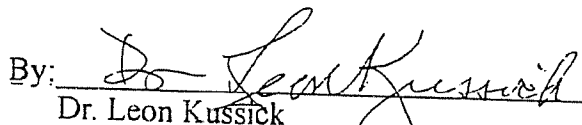
MB:jmz

Agreed to and accepted by Dr. Leon Kussick.

  
Dr. Leon Kussick

Date: 5-17-2000

Agreed to and accepted by Kussick Orthodontics, LLC

By:   
Dr. Leon Kussick

Date: 5-17-2000