

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	ASSIGNMENT								
CONVEYING PARTY DATA									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>OrthoClear, Inc.</td> <td>10/12/2006</td> </tr> <tr> <td>OrthoClear Holdings, Inc.</td> <td>10/13/2006</td> </tr> <tr> <td>OrthoClear Pakistan PVT Ltd.</td> <td>10/13/2006</td> </tr> </tbody> </table>		Name	Execution Date	OrthoClear, Inc.	10/12/2006	OrthoClear Holdings, Inc.	10/13/2006	OrthoClear Pakistan PVT Ltd.	10/13/2006
Name	Execution Date								
OrthoClear, Inc.	10/12/2006								
OrthoClear Holdings, Inc.	10/13/2006								
OrthoClear Pakistan PVT Ltd.	10/13/2006								
RECEIVING PARTY DATA									
Name:	ALIGN TECHNOLOGY, INC.								
Street Address:	881 Martin Avenue								
City:	Santa Clara								
State/Country:	CALIFORNIA								
Postal Code:	95050								
PROPERTY NUMBERS Total: 1									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Application Number:</td> <td>11933350</td> </tr> </tbody> </table>		Property Type	Number	Application Number:	11933350				
Property Type	Number								
Application Number:	11933350								
CORRESPONDENCE DATA									
Fax Number:	(202)551-1705								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
Phone:	202 551 1700								
Email:	prosecutiondocketing@paulhastings.com								
Correspondent Name:	PAUL, HASTINGS, JANOFKY & WALKER LLP								
Address Line 1:	875 15th Street, NW								
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005								
ATTORNEY DOCKET NUMBER:	71784.02401.CON1								
NAME OF SUBMITTER:	Todd N. Snyder								

Total Attachments: 20
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INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This INTELLECTUAL PROPERTY TRANSFER AGREEMENT (this "Agreement") is made and entered into as of October 12, 2006 (the "Effective Date"), by and among OrthoClear Holdings, Inc., a British Virgin Islands corporation, OrthoClear, Inc., a Delaware corporation, and OrthoClear Pakistan PVT Ltd., a Pakistani corporation (each an "OrthoClear Corporate Party"), Muhammad Ziaullah Chishti, an individual ("Chishti"), and Huafeng Wen, an individual ("Wen"), each being an "OrthoClear Individual Party", and together with the OrthoClear Corporate Parties, "OrthoClear" or the "OrthoClear Parties", and Align Technology, Inc., a Delaware corporation ("Align") (each of the foregoing being a "Party" and collectively, the "Parties").

WHEREAS, the OrthoClear Corporate Parties and Align are parties to those certain litigations captioned (1) *In the Matter of Certain Incremental Dental Positioning Adjustment Appliances and Methods of Producing Same*, Investigation No. 337-TA-562, pending in the United States International Trade Commission (the "TIC Investigation"), (2) *Align Technology, Inc. v. OrthoClear, Inc., et al.*, Case No. CGC-05-438361, pending in the Superior Court of the State of California, County of San Francisco, (3) *Align Technology, Inc. v. OrthoClear, Inc. and OrthoClear Holdings, Inc.*, Case No. CV 05-2948 (MMC), pending in the Northern District of California, San Francisco Division, (4) *Align Technology, Inc. v. OrthoClear, Inc. and OrthoClear Holdings, Inc.*, Case No. CV 06-3828 (SC) pending in the Northern District of California, San Francisco Division, and (5) *Align Technology, Inc. v. OrthoClear, Inc.*, Case No. 06 C 0023 S, which was dismissed from the Western District of Wisconsin but is subject to reinstatement (collectively, the "Actions");

WHEREAS, the OrthoClear Individual Parties are parties to that certain litigation captioned *Align Technology, Inc. v. OrthoClear, Inc., et al.*, Case No. CGC-05-438361, pending in the Superior Court of the State of California, County of San Francisco;

WHEREAS, the OrthoClear Corporate Parties are individually or collectively, the owners of certain intellectual property rights;

WHEREAS, the OrthoClear Individual Parties either participated in the development of, or have had confidential access to, such intellectual property; and

WHEREAS, the Parties have entered into a settlement of the Actions, the terms of which are set forth in a settlement agreement effective as of October 12, 2006 (the "Settlement Agreement") pursuant to which the OrthoClear Corporate Parties, Chishti and Wen have agreed to transfer and assign certain intellectual property rights to Align.

NOW THEREFORE, for the consideration set forth in the Settlement Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.1 Certain Defined Terms. As used in this Agreement, the following terms shall have the meanings set forth below:

“Affiliate” means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with, such Party, but only for so long as such control continues. For purposes of this definition, “control” means the power to direct the management and affairs of an entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. In case of a corporation, the direct or indirect ownership of fifty percent (50%) or more of its outstanding voting shares shall in any case be deemed to confer control, provided that, the direct or indirect ownership of a lower percentage of such securities shall not necessarily preclude the existence of control.

“Copyrights” mean any and all copyrights in works of authorship of any type, including Software, industrial designs, training materials and instruction manuals, web pages, advertising, marketing and promotional materials, including, but not limited to, (i) all registrations and applications for registration thereof throughout the world, including the copyrights, copyright applications and copyright registrations set forth on Schedule C hereto, (ii) all renewals, extensions, continuations and restorations and reversions of such copyrights (whether vested, contingent or inchoate and whether such renewals, extensions, continuations, restorations and reversions are now in existence or come into existence as a result of future legislation or the interpretation thereof) in all countries of the world, and (iii) all moral and common law rights thereto and all rights therein provided by international treaties and conventions.

“Domain Names” mean any and all Internet domain names, including any and all goodwill symbolized thereby including, but not limited to, all registrations and applications for registration thereof throughout the world, including the domain names set forth on Schedule D hereto.

“Intellectual Property” means, collectively, Copyrights, Domain Names, Patents, Software, Trademarks, and Trade Secrets.

“Patents” mean any and all United States, foreign and international patents, patent applications and statutory invention registrations including, but not limited to, (i) the patents and patent applications set forth on Schedule A hereto, (ii) reissues, continuations, continuations-in-part, divisions, extensions and reexaminations thereof, (iii) all inventions disclosed therein, and (iv) all rights therein provided by international treaties and conventions.

“Software” means any and all computer software, programs and databases in any form, including, but not limited to, the software set forth on Schedule E hereto and any macros, applets or other information associated therewith, including links, source code, object code, operating systems and specifications, data, databases, database management code, utilities,

graphical user interfaces, menus, images, icons, forms, methods of processing, software engines, platforms, and data formats, all versions, updates, corrections, enhancements and modifications thereto, and all related documentation, developer notes, comments and annotations.

“Trademarks” mean any and all trademarks, service marks, collective marks, composite marks, trade dress, logos, trade names, corporate names, symbols, slogans and other indicia of source, origin or goodwill, including, but not limited to, (i) the trademarks, trademark applications and trademark registrations set forth on Schedule B hereto, (ii) the goodwill of the business symbolized thereby or associated therewith, (iii) all common law rights thereto, (iv) all registrations and applications for registration of the foregoing throughout the world, including reissues, extensions and renewals thereof, and (v) all rights therein provided by international treaties and conventions.

“Trade Secrets” means any and all trade secrets, know-how and other confidential or proprietary information regarding the treatment of malocclusions including, all manufacturing and production processes and techniques, research and development information, technology, inventions, drawings, specifications, designs, plans, proposals, technical data, and all rights thereto in any jurisdiction to limit the use or disclosure thereof. Trade Secrets does not include confidential business information regarding finances, sales, marketing strategic plans, regulatory filings other than the January and July 2006 FDA submissions containing descriptions of the OrthoClear production process, patient data, employees, customers, suppliers, contractors, and/or business plans, or disk images or personal information intermingled or stored with such confidential business information.

“Transferred Intellectual Property” has the meaning set forth in Section 2.1 of this Agreement.

ARTICLE 2 ASSIGNMENT

Section 2.1 Assignment.

(a) Each OrthoClear Corporate Party hereby assigns and transfers to Align its entire right, title and interest, world-wide, in and, as pertinent, the goodwill associated with, (i) all Intellectual Property individually or collectively owned in whole or in part by any such OrthoClear Corporate Party and disclosed in the ITC Investigation or any of the Actions, and (ii) all other Intellectual Property individually or collectively owned in whole or in part by such OrthoClear Corporate Party, with application to the correction of malocclusions, including but not limited to processes for designing and manufacturing removable plastic dental aligners or other activities using existing technology claimed as proprietary by any of the OrthoClear Corporate Parties.

(b) Each OrthoClear Individual Party hereby assigns and transfers to Align its entire right, title and interest, world-wide, in and, as pertinent, the goodwill associated with, all Intellectual Property individually or collectively owned in whole or in part by such OrthoClear Individual Party with application to the correction of malocclusions.

(c) The rights, titles and interests assigned pursuant to this Section 2.1 are herein defined as the "Transferred Intellectual Property."

Section 2.2 Registrant Name Change Agreement. Upon the Effective Date, the OrthoClear Corporate Parties shall transfer to Align, or provide to Align such registrant account information so that Align can effect the transfer of, each Transferred Domain Name. Align will not remove the existing material pertaining to OrthoClear's operations or ongoing customer commitments from the website for at least 5 days following the Effective Date. The OrthoClear Corporate Parties shall cooperate with Align to effectuate the submission or filing of such registrant name change agreements or other forms to or with the Registering Authority in accordance with the policies and rules of the Registering Authority.

Section 2.3 Transfer of Trade Secrets and Tangible Materials.

(a) Within thirty (30) days of the Effective Date, the OrthoClear Parties shall make reasonable efforts to transfer and disclose to Align all of their Trade Secrets relating to or embodying the Transferred Intellectual Property ("Transferred Trade Secrets").

(b) Upon the effectiveness of the Settlement Agreement and transfer of the settlement funds by Align to OrthoClear, OrthoClear consents to the disclosure to Align of all discovery materials produced by OrthoClear during discovery in the ITC Investigation that describe or embody the Transferred Intellectual Property, including, but not limited to, software, training materials, process manuals, and the FDA January and July 2006 submissions containing descriptions of the OrthoClear production process; provided, however, that Align shall return or destroy, at OrthoClear's option, all confidential discovery materials that relate to OrthoClear's finances, sales, marketing strategic plans, disk images, personal information, regulatory filings other than the January and July 2006 FDA submissions containing descriptions of the OrthoClear production process, patient data, employees, customers, suppliers, contractors, and/or business plans. Align shall provide OrthoClear with a designation, by production number, of all ITC confidential discovery material that Align is returning or destroying under this provision.

(c) The OrthoClear Corporate Parties hereby consent that all Transferred Intellectual Property designated as OrthoClear's Confidential Business Information under the Revised Protective Order (June 1, 2006) entered in the ITC Investigation is hereby deemed to be Align's Confidential Business Information under that Order.

(d) OrthoClear shall make reasonable efforts to destroy, permanently, all copies of materials relating to or embodying the Transferred Intellectual Property in any form in which they have been retained after the Transferred Intellectual Property has been delivered to Align; provided, however, that OrthoClear may retain an archival copy of all business records. From and after the Effective Date, the OrthoClear Parties and their Affiliates shall make no further use of the Transferred Trade Secrets.

(e) Within thirty (30) days of the Effective Date, the OrthoClear Parties shall deliver to Align copies of all prosecution files for the Transferred Intellectual Property; provided, however, that OrthoClear may retain an archival copy of all business records.

Section 2.4 No Assumed Liabilities. Align shall not assume and shall in no event be liable for any liabilities, debts or obligations of any of the OrthoClear Parties, whether accrued, absolute, matured, known or unknown, liquidated or unliquidated, contingent or otherwise.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

Section 3.1 Mutual Representations. Each of Align and the OrthoClear Corporate Parties hereby represents and warrants to the others as follows:

(a) Due Authorization. Such Party is a corporation duly incorporated and in good standing (where such concept applies) as of the Effective Date, and has taken all necessary actions on its part to duly authorize the execution, delivery and performance of this Agreement.

(b) Due Execution. This Agreement has been duly executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(c) No Conflict. Such Party's execution, delivery and performance of this Agreement does not: (i) violate, conflict with or result in the breach of any provision of the charter or by-laws (or similar organizational documents) of such Party; (ii) conflict with or violate any law, rule, regulation or governmental order applicable to such Party or any of its assets, properties or businesses; or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any agreement to which it is a party.

(d) Litigation. No action, claim or any litigation, proceeding, arbitration, investigation or controversy, other than the Actions and challenges to the trademark application and use with respect to "OrthoView," is pending or threatened against such Party that, if adversely determined, could have a material and adverse effect on the Transferred Intellectual Property or that Party's ability to perform its obligations hereunder nor, to the best of such Party's knowledge, do facts exist that might give rise to any such proceedings.

Section 3.2 OrthoClear Individual Representations. Each OrthoClear Individual Party hereby represents and warrants to Align as follows:

(a) Due Execution. This Agreement has been duly executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(b) No Conflict. Such Party's execution, delivery and performance of this Agreement does not: (i) conflict with or violate any law, rule, regulation or

governmental order applicable to such Party or any of its assets, properties or businesses; or (ii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any agreement to which it is a party.

(c) Litigation. No action, claim or any litigation, proceeding, arbitration, investigation or controversy, other than (i) the Actions and (ii) challenges to the trademark "OrthoView," is pending or threatened against such Party that, if adversely determined, could have a material and adverse effect on the Transferred Intellectual Property or that Party's ability to perform its obligations hereunder nor, to the best of such Party's knowledge, no facts exist that might give rise to any such proceedings.

Section 3.3 Intellectual Property. Each of the OrthoClear Parties hereby represents and warrants to Align that:

(a) Accuracy of Schedules. Schedule A sets forth a true and complete list of all Patents that relate to, embody or constitute Transferred Intellectual Property. Schedule B sets forth a true and complete list of all Trademarks that relate to, embody or constitute Transferred Intellectual Property. Schedule C sets forth a true and complete list of all copyright registrations and copyright applications that relate to, embody or constitute Transferred Intellectual Property. Schedule D sets forth a true and complete list of all Domain Names relate to, embody or constitute Transferred Intellectual Property. Schedule E sets forth a true and complete list of all Software that relates to, embodies, or constitutes Transferred Intellectual Property.

(b) Ownership. Other than the claims asserted by Align in the Actions and challenges to the trademark "OrthoView," the OrthoClear Parties, individually or collectively, are the exclusive owners of the entire and unencumbered right, title and interest in and to the Transferred Intellectual Property and are entitled to use all of the Transferred Intellectual Property in a manner consistent with past practice and to assign and transfer the Transferred Intellectual Property as provided for herein.

(c) No Transfers. Except as set forth on Schedule F, none of the OrthoClear Parties or their Affiliates has assigned, licensed or otherwise transferred or encumbered any of Transferred Intellectual Property in the period between September 19, 2005 and the Effective Date.

(d) Further Assurances. The OrthoClear Parties shall, upon Align's reasonable request, execute all documents and provide all necessary information and reasonable assistance as may be requested or necessary in connection with recording Align's ownership interest in, and in maintaining and prosecuting, the Transferred Intellectual Property. In the event that Align has used commercially reasonable efforts, but has not secured any OrthoClear Party signature on any document on which it is entitled to have such signature under this Section, the OrthoClear Parties hereby irrevocably designate and appoint Align and its duly authorized officers and agents, as the OrthoClear Parties' agents and attorneys-in-fact to act for and on their behalf and

instead of the OrthoClear Parties, with full power of substitution, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by the necessary OrthoClear Party or Parties.

(e) Infringement. To the knowledge of the OrthoClear Parties, OrthoClear's acquisition, use and/or disclosure of the Transferred Intellectual Property does not infringe, misappropriate or conflict with any intellectual property right of any third party, except for challenges to the trademark "OrthoView."

(f) Threatened Actions. Other than the Actions and challenges to the trademark application for "OrthoView," no actions have been asserted, are pending, or threatened against any of the OrthoClear Parties (i) based upon or challenging or seeking to deny or restrict the use by such OrthoClear Party of any of the Transferred Intellectual Property, (ii) challenging the ownership of any OrthoClear Party in the Transferred Intellectual Property, or (iii) alleging that the use of any of the Transferred Intellectual Property does or may infringe or misappropriate the intellectual property rights of any third party. To the knowledge of the OrthoClear Parties, no third party has misappropriated or is engaging in any activity that infringes the Transferred Intellectual Property.

(g) Validity. The Transferred Intellectual Property is valid and enforceable, and has not been adjudged invalid or unenforceable in whole or part; provided, however, that this representation does not apply to any rejections or refusals to register by and patent or trademark office in any jurisdiction. The consummation of the transaction contemplated by this Agreement will not result in the termination or impairment of any of Transferred Intellectual Property and the OrthoClear Parties will take no action to challenge or impair its validity.

ARTICLE 4 CONFIDENTIALITY

Section 4.1 Confidentiality. Following the Effective Date, the Transferred Intellectual Property shall be considered the property of Align and the OrthoClear Parties and their Affiliates shall not disclose any information related to the Transferred Intellectual Property except as required to complete the transactions contemplated hereby. The OrthoClear Parties further agree to maintain as confidential, to not disclose to third parties, and to make reasonable efforts to ensure that their Affiliates, agents and employees do not disclose to third parties, any of the Transferred Intellectual Property that has not been publicly disclosed as of the Effective Date, including but not limited to unpublished Patents, Trade Secrets, and Copyrights.

ARTICLE 5 NON-COMPETITION

Section 5.1 Non-Competition. The Non-Competition Covenants executed by Chishti, Wen, Christopher Kawaja, Peter Riepenhausen, Joe Breeland and Jeffrey Tunnell and contained in the Settlement Agreement are material provisions to this Agreement.

ARTICLE 6
MISCELLANEOUS

Section 6.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service (with signature required), by facsimile, by electronic mail or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses:

If to Align:

881 Martin Avenue
Santa Clara, California 95050
Attention: Roger George
Tel. No.: 408-470-1000
Fax No.: 408-470-1010
Email: rgeorge@aligntech.com

If to OrthoClear, Inc.:

580 California Street, Suite 1725
San Francisco, CA 94104

Tel. No.: 415-362-4200

Fax No.: 415-362-4240

Email:

If to Muhammad Ziaullah Chishti:

c/o TRG

1700 Pennsylvania Ave NW

Washington, D.C. 20006

Tel. No.: 415-370-8085

Fax No.:

Email:

If to OrthoClear Holdings, Inc.:

Walkers BVI, Attention: Heidi de Vries
The Mill Mall, PO Box 92, Wickhams Cay 1
Road Town, Tortola, British Virgin Islands
Tel. No.: Tel: 284 494 4051

Fax No.: 284 494 5535

Email: heidi.devries@walkersglobal.com

If to OrthoClear Pakistan Private Ltd.:

8-Aitchison Road

1-km Thoker Niaz Baig, Raiwind Rd

Lahore, Pakistan

Tel. No.: 800-808-7173

Fax No.: n/a

If to Huafeng "Charlie" Wen:

2117 Gossamer Ave.

Redwood Shores, CA 94065

Tel. No.: 650 868 4935

Fax No.:

Email:

Section 6.2 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware. The Parties unconditionally and irrevocably consent to the exclusive jurisdiction of the state and federal courts located in New Castle County, Delaware, and waive any objection with respect thereto, for the purpose of any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 6.3 Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by all parties hereto.

Section 6.4 No Waiver. The failure of any of the Parties to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such party thereafter to enforce such provisions, and no waiver shall be binding unless executed in writing by all Parties hereto.

Section 6.5 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 6.6 Headings. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

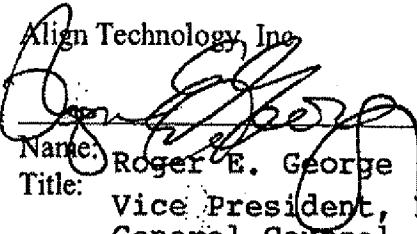
Section 6.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original instrument and all of which taken together shall constitute one and the same agreement.

Section 6.8 Entire Agreement. This Agreement, together with the Settlement Agreement and the agreements referred to therein, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the Parties with respect to such subject matter.

Section 6.9 Third Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed as of the Effective Date.

Align Technology, Inc.


Name: Roger E. George
Title: Vice President, Legal & General Counsel

OrthoClear Holdings, Inc.

Name: Peter Riepenhausen
Title: Chairman

OrthoClear, Inc.

Name: Muhammad Ziaullah Chishti
Title: Chief Executive Officer

OrthoClear Pakistan PVT Ltd.

Name: Mudassar Rathore
Title: Country Manager

Muhammad Ziaullah Chishti

Huafeng "Charlie" Wen

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed
as of the Effective Date.

Align Technology, Inc.

Name:
Title:

OrthoClear, Inc.

Name: Muhammad Ziaullah Chishti
Title: Chief Executive Officer

Muhammad Ziaullah Chishti

OrthoClear Holdings, Inc.

M. Riepenhausen *OCT. 13, 2006*

Name: Peter Riepenhausen
Title: Chairman

SIGNED IN VIENNA - LOU SET

OrthoClear Pakistan PVT Ltd.

Name: Mudssar Rathore
Title: Country Manager

Huafeng "Charlie" Wen

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IN WITNESS WHEREOF, each Party has caused this Agreement to be executed
as of the Effective Date.

Align Technology, Inc.

OrthoClear Holdings, Inc.

Name:
Title:

Name: Peter Riepenhausen
Title: Chairman

OrthoClear, Inc.

OrthoClear Pakistan PVT Ltd.

Name: Muhammad Ziaullah Chishti
Title: Chief Executive Officer

Name: Mudassar Rathore *SIGNED IN*
Title: Country Manager *LAHORE, PAKISTAN*
13-OCT-2006

Muhammad Ziaullah Chishti

Hualeng "Charlie" Wen

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed as of the Effective Date.

Align Technology, Inc.

OrthoClear Holdings, Inc.

Name:
Title:

Name: Peter Riepenhausen
Title: Chairman

OrthoClear, Inc.

OrthoClear Pakistan PVT Ltd.

Name: Muhammad Ziaullah Chishti
Title: Chief Executive Officer

Name: Mudassar Rathore
Title: Country Manager

Muhammad Ziaullah Chishti

Huafeng "Charlie" Wen
[Signature] 10/13/2006

SCHEDULE A

Transferred Patents

Patent/Application Number	Issue/Filing Date	Title	Inventor	Assignee of Record
US 5,820,368	October 13, 1998	Disposable Applicator for Forming and Retaining an Orthodontic Attachment	Wolk	
PCT/US2005/039715	11-02-05	Methods and Apparatuses for Manufacturing Dental Aligners	Wen	OrthoClear Holdings
			Liu	OrthoClear Holdings
			Liu, Gang	OrthoClear Holdings
PCT/US2005/045351	12-14-05	Image Based Orthodontic Treatment Methods	Wen	OrthoClear Holdings
PCT/US2005/045351	12-14-05	Image Based Orthodontic Treatment Methods	Wen	OrthoClear Holdings
PCT/US2006/003753	02-02-06	Organizing, Storing, and Tracking Dental Devices	Wen	OrthoClear Holdings
			Sawtelle	OrthoClear Holdings
			Wolf	OrthoClear Holdings
PCT/US2006/007714	03-03-06	Variations of Dental Aligners	Wen	OrthoClear Holdings
			Liu	OrthoClear Holdings
10/979,497	11/02/04	Meth. & Appar. for Mfg. and Constr. a Dental Aligner	Wen	1. Kookie, Inc (11-01-2004)
				2. F: Kookie to OC Holdings (6-20-05)
				3. F: Wen to OC

				Holdings (7-28-05)
10/979,504	11-02-04	Prod. an Adjustable Physical Dental Arch Model	Wen	1. Kookie, Inc (11-01-2004) 2. F: Kookie to OC Holdings (6-20-05) 3. F: Wen to OC Holdings (7-28-05)
10/979,823	11-02-04	Meth. & Appar. for Mfg. and Constr. a Phys. Dental Arch Model *	Wen	1. Kookie, Inc (11-01-2004) 2. F: Kookie to OC Holdings (6-20-05) 3. F: Wen to OC Holdings (7-28-05)
10/979,824	11-02-04	Prod. a Base for Physical Dental Arch Model	Wen	1. Kookie, Inc (11-01-2004) 2. F: Kookie to OC Holdings (6-20-05) 3. F: Wen to OC Holdings (7-28-05)
11/013,147	12-14-04	Tooth Movement Tracking System	Wen	OrthoClear Holdings (7-28-2005)
11/013,160	12-14-04	System and Methods for Casting Physical Tooth Model	Liu Wen	OrthoClear Holdings (7-27-2005) OrthoClear Holdings (7-28-2005)
11/012,924	12-14-04	Accurately Prod. a Base for Physical Dental Arch Model	Wen	OrthoClear Holdings (7-26-2005)
11/013,145	12-14-04	Fabricating a Base Compatible with Physical	Wen	OrthoClear Holdings (7-28-2005)

		Tooth Models		
11/013,146	12-14-04	Image Base Orthodontic Treatment Viewing System	Wen	OrthoClear Holdings (7-28-2005)
11/013,152	12-14-04	Base for Physical Dental Arch Model	Wen	OrthoClear Holdings (7-28-2005)
11/013,153	12-14-04	Image Based Dentition Record Digitization	Wen	OrthoClear Holdings (7-28-2005)
11/013,154	12-14-04	Preventing Interference Between Tooth Models	Wen	OrthoClear Holdings (7-28-2005)
11/013,155	12-14-04	Accurately Predicting and Preventing Interference b/w Tooth Models	Wen	OrthoClear Holdings (7-28-2005)
11/013,156	12-14-04	Prod. Non-Interfering Tooth Models on a Base	Liu	OrthoClear Holdings (7-27-2005)
			Wen	OrthoClear Holdings (7-28-2005)
11/013,157	12-14-04	Prod. Accurate base for a Dental Arch Model	Wen	OrthoClear Holdings (7-28-2005)
11/013,158	12-14-04	Prod. a Phys. Tooth model Compatible w/ a Phys. Dental Arch Model	Wen	OrthoClear Holdings (7-28-2005)
11/013,159	12-14-04	Prod. a Base for Accurately Receiving Dental Tooth Models	Wen	OrthoClear Holdings (7-28-2005)
11/050,050	02-03-05	Intelligent Tracking of	Wen	OrthoClear Holdings (7-28-

		Dental Devices		2005)
11/050,126	02-03-05	Methods for Prod. Non-Interfering Tooth Models	Wen	OrthoClear Holdings (7-28-2005)
11/050,051	02-03-05	Storage System for Dental Devices	Wen	OrthoClear Holdings (7-28-2005)
11/074,298	03-07-05	Disposable Dental Aligner	Wen	OrthoClear Holdings (7-28-2005)
11/074,300	03-07-05	Fluid Permeable Dental Aligner	Wen	OrthoClear Holdings (7-28-2005)
11/074,301	03-07-05	Dental Aligner for Providing Accurate Dental Treatment	Liu	OrthoClear Holdings (7-27-2005)
			Wen	OrthoClear Holdings (7-28-2005)
11/074,299	03-07-05	Prod. Phys. Dental Arch Model Having Individually Adjust. Tooth Models	Liu	OrthoClear Holdings (7-27-2005)
			Wen	OrthoClear Holdings (7-28-2005)
11/074,297	03-07-05	Prod. Wrinkled Dental Aligner for Dental Treatment	Liu	OrthoClear Holdings (7-27-2005)
			Wen	OrthoClear Holdings (7-28-2005)
11/107,584	04/15/05	System for Organizing Dental Aligners	Wen	
11/205,496	08/16/05	System for Organizing Dental Aligners	Liu	OrthoClear Holdings (1-12-2005) (OTITC021325)
			Lui, Gang	OrthoClear Holdings (1-14-2005) (OTITC021325)
			Liang	OrthoClear

				Holdings (1-12-2005) (OTITC021325)
			Waqas	OrthoClear Holdings (1-20-2005) (OTITC021325)
			Wen	OrthoClear Holdings (1-10-2005) (OTITC021325)
60/673,851	04/22/05	Computer Aided Orthodontic Treatment Planning	Wen Chishti Liu Mohammed Rizvi Bashir	OrthoClear Holdings
60/673,970	04/22/05	Sys. for Digitization and Registering a Subject's Upper and Lower Arches	Wen	
60/675,003	04/25/05	Method for Prescribing Orthodontic Treatments	Wen Chishti Liu Mohammed Rizvi Bashir	OrthoClear Holdings
60/676,546	04/29/05	Digitization of Dental Arch Model	Wen Liu	OrthoClear Holdings
60/676,278	04/29/05	Treatment of Teeth by Aligners	Wen	
11/107,584	04/15/05	Dental Aligner Devices Having Snap-On Connectors	Wen	
60/676,100	04/29/05	Non-Uniform & Multi-Layer Dental Aligners and Methods	Wen Liu	OrthoClear Holdings

60/731,371	10/27/05	Method for Generating Digital Dental Arch Model	Liu ("et al.")	OrthoClear Holdings
11/258,465		Multi-Layer Casting Methods and Devices		
11/405,972		Digitization of Target Dental Arch Model		
60/798,237		Visualization and Manipulation of Digital Models		
11/404,332		Treatment of Teeth by Aligners		
11/404,643		Computer Aided Orthodontic Treatment Planning		
PCT/US06/14124		Computer Aided Orthodontic Treatment Planning		
PCT/US06/14125		Treatment of Teeth by Aligners		

ASSIGNMENT SPREADSHEET

<u>Pending Patent Applications</u>	
U.S. Patent Application Number	PCT Patent Application Number
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U.S. Patent No. 5,820,368	