

# PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

|  |   |                |
|--|---|----------------|
| SUBMISSION TYPE:   | NEW ASSIGNMENT                                  |                |
| NATURE OF CONVEYANCE:  | License Fee Assignment and Investment Agreement |                |
| CONVEYING PARTY DATA   |   |                |
| Name   |   | Execution Date |
| Eric V. Wade   |   | 07/14/1997     |
| RECEIVING PARTY DATA   |   |                |
| Name:  | Shenikwa D. Cox                                 |                |
| Street Address:  | 8347 Coral Drive                                |                |
| City:  | Dallas  |                |
| State/Country:   | TEXAS   |                |
| Postal Code:   | 75243   |                |
| PROPERTY NUMBERS Total: 5  |   |                |
| Property Type  | Number  |                |
| Application Number:  | 11050496  |                |
| Patent Number:   | 5490781   |                |
| Patent Number:   | 6273716   |                |
| Patent Number:   | 6350124   |                |
| Patent Number:   | 6948934   |                |
| CORRESPONDENCE DATA  |   |                |
| Fax Number:  | (214)760-3003                                   |                |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |   |                |
| Phone:   | 214-760-3000                                    |                |
| Email:   | bellis@carrip.com                               |                |
| Correspondent Name:  | CARR LLP  |                |
| Address Line 1:  | 900 Jackson Street                              |                |
| Address Line 2:  | 670 Founders Square                             |                |
| Address Line 4:  | Dallas, TEXAS 75202                             |                |
| ATTORNEY DOCKET NUMBER:  | NWLN AGREEMENTS                                 |                |
| NAME OF SUBMITTER:   | Bradley D. Ellis                                |                |

CH \$200.00 11050496

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**PATENT**  
**REEL: 021411 FRAME: 0616**

**Total Attachments: 7**

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**PATENT**

**REEL: 021411 FRAME: 0617**

# Investment Agreement

## Section I: Parties , Terms, and Parameters

### Parties

This Agreement represents an Investment Agreement for the financial investment for the Disposable Dental Hand Piece Cover product, and is entered into between:

**Inventor:** Eric V. Wade, DDS - CEO of Bethel Manufacturing Corporation, of  
320 S. Vine St. Tyler, Texas 75702  
and

**Investor:** Ms. Shenikwa D. Cox, of  
8347 Coral Drive  
Dallas, Texas 75243 (Phone 214 - 342- 3921 Fax : 214- 342-0146)

### I. Parties , Terms and Parameters:

- Investment Royalty Rate (%) : 15 %
- Original Invested Amount: \$ 700,000.00
- Invention Title : Adjustable, Sanitary, Non-Reusable High Speed and Low Speed Dental Hand Piece Glove (Cover) And Noise Reducer

Inventor : Eric V. Wade, DDS  
Application No. : 942,729 Filed : Sept. 9, 1992  
U.S. Patent No. : 5,490,781 Issued: February 13, 1996

Estimated Unit Price of Licensed Product : \$ 1.50 - \$ 3.50  
Minimum Annual Royalties Start Year Commencing : July, 1998

**II. Effective Date:** This agreement shall be effective as of the latter of the signature dates below written and noted transfer of monies of License Fee and shall be referred to as the Agreement of such date and shall be in force for a Term of not less than five (5) years.

### III. Recitals:

**A. Inventor** has developed an invention having the above title and warrants that INVENTOR has officially filed a patent application on such invention and has received official U.S. Patent from the U.S. Patent and Trademarks Office, which patent is identified by the above title, filing date, U.S. Patent Number (#5,490,781) and date of issue ( February 13, 1996). INVENTOR warrants that licensor has full and exclusive rights to grant terms of this Agreement .

## **Investment Agreement**

### **III. Recitals:**

- A. Inventor** has also developed Know-How in connection with said invention and warrants that Inventor owns and has the right to license said Know-How (to include method of manufacture and select distribution).
- B. Investor** desires to make such financial contribution towards the, manufacture and sale products embodying such invention and covered by the claims of the Inventor's patent application and official U.S. Patent and any additional patent(s) issuing thereon (hereinafter "Product").

### **IV. Patent License / Sale Option(s):**

Inventor shall have the right to make any number of Licenses to said Product and/or have the right to the sale of said Product including the right to grant sublicenses, to make and have made, use, and sell the Product throughout the United States its territories, and possessions also to include ALL territories outside of the United States. Such patent license shall be under Inventors' patent, any continuations, divisions, continuations - in- part, substitutes, reissues of any patent from any of such applications (hereinafter and hereinbefore Inventors' patent application), any patent(s) issuing thereon, and any Know-How transferred to Inventor. In the event of the sale of said patent, the monies from sale will be divided as following, Inventor 85%, Investor 15%. Per centages are to be calculated after deduction of closing costs and attorneys fees.

### **V. Return On Investment (R.O.I.):**

#### **A. Return On Investment (R.O.I.):**

Inventor shall pay to Investor upon execution of this Agreement, a dollar amount in the sum of Seven Hundred Thousand Dollars and No Cents. Investment amount may be all or in part (per agreement of Inventor and Investor). Return On Investment shall be in the form of Investor receiving a dollar amount equal to 100% of the original dollar amount invested (as stated above) in addition to the return of the original dollar amount invested. Such payment shall be made on or before twelve months from the execution of this Agreement.

In addition to the dollar amount stated above, the Investor shall also receive a Royalty payment from the Net Dollar Amount of the sale of the Product at the rate of fifteen per cent (15%), which shall commence immediately after the Return On Investment has reached the 100% amount and shall continue for a period of five years at the royalty rate of 15 %, a concurrent period of five years at the royalty rate of 10% and for an additional concurrent period of five years at the royalty rate of 5%.

## **Investment Agreement**

### **VI. Records:**

Inventor and any of its sublicensees shall keep full, clear, and accurate records with respect to sales subject to royalty under this Agreement. The records shall be made in a manner such that the royalty reports made pursuant to Section 6-B can be verified. Investor, or its authorized agent, shall have the right to examine and audit such records upon reasonable notice during normal business hours, but not more than twice per year. In case of any dispute as to the sufficiency or accuracy of such records, Investor may have any independent auditor examine and certify such records. Inventor shall make prompt adjustment to compensate for any errors or omissions disclosed by any such examination and certification of Inventor's records. If Investor does not examine Inventor's records or question any royalty report within two years from the date thereof, then such report shall be considered final and Investor shall have no further right to contest such report.

### **VII. Sublicensees:**

If Inventor grants any sublicenses hereunder, it shall notify Investor within one month from any such grant and shall provide Investor with a true copy of any sublicense agreement. Any sublicensee of Inventor under this Agreement shall be bound by all of the terms applying to Inventor hereunder and Inventor shall be responsible for the obligations and duties of any of its sublicensees.

## **Investment Agreement**

### **VIII. Patent Prosecution:**

**A. Domestic:** Inventor has, at Inventor's own expense, prosecuted its above U.S. patent application, and shall at Inventor's own expense prosecute any continuations, divisions, continuations-in-part, substitutes, and reissues of such patent application or any patent thereon, at its own expense, until all applicable patents issue or any patent application becomes fully abandoned. Inventor shall also pay any maintenance fees which are due on any patent(s) which issue on said patent application. If for any reason Inventor intends to abandon any patent application hereunder, it shall notify Investor at least two months in advance of any such abandonment so as to give Investor the opportunity to take over prosecution of any such application and maintenance of any patent. If Investor takes over prosecution, Inventor shall cooperate with Investor in any manner Investor's requires, at Investor's expense.

**B. Foreign:** Inventor has taken the opportunity to file corresponding foreign patent applications to the patent application and patent named in Section One above. Inventor is not obligated to pursuant foreign patent filing, but may exercise the opportunity to obtain such. This Agreement is Exclusive and shall include any territories inside and outside the United States, its territories and its possessions that are covered or that shall be covered by any foreign patent protection of the Licensed Product.

### **IX. Marking:**

Inventor shall mark all units of Licensed Product, or its container if direct marking is not feasible, with the legend including the "U.S. Patent Number" stated in section 1. Inventor shall mark all units of Product which it sell with proper notice of patent marking under 35 U.S.C. Section 287.

### **X. If Infringement Occurs:**

If either party discovers that the above patent is infringed, it shall communicate the details to the other party. Inventor shall thereupon have the right, but not the obligation, to take whatever action it deems necessary, including the filing of lawsuits, to protect the rights of the parties to this Agreement and to terminate such infringement. Investor shall cooperate with Inventor if Inventor takes any such action, but all expenses of Inventor shall be borne by Inventor. If Inventor recovers any damages or compensation for any action it takes hereunder, Inventor shall retain 85 % of such damages. Investor shall receive 15% of such damages, after deducting its costs, including attorney fees.

## **Investment Agreement**

### **X. If Infringement Occurs: (cont.)**

If Inventor does not wish to take any action hereunder, Investor shall also have the right, but not the obligation, to take any such action, in which case Inventor shall cooperate with Investor, but all of Investor's expenses shall be borne by Investor. Investor shall receive 85% of any damages or compensation it recovers for any such infringement and shall pay 15% of such damages or compensation to Inventor, after deducting its costs, including attorney fees.

### **XI. Disclaimer and Hold Harmless:**

**A. Disclaimer of Warranty:** Nothing herein shall be construed as a warranty or representation by Inventor as to the scope or validity of the above patent application or patent issued thereon.

**B. Product Liability:** Inventor shall hold Investor harmless from any product liability actions involving Product.

### **XII. Term:**

The term of the Agreement shall be for a period of fifteen (15) years. See Section V for the specific breakdown of time periods and royalty per cent.

### **XIII. Notices:**

All notices, payments, or statements under this Agreement shall be in writing and shall be sent by first-class certified mail, return receipt requested, postage prepaid, to the party concerned at the above address, or to any substitute address given by notice hereunder. Direct wire deposits may be made if and only if agreed upon by both parties. Any such notice, payment, or statement shall be considered sent or made on the day deposited in the mails.

### **XIV. Mediation and Arbitration:**

If any dispute arises under this Agreement, the parties shall negotiate in good faith to settle such dispute. If the parties cannot resolve such dispute themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. The parties shall both cooperate with the mediator. If the parties do not wish to abide by any decision on the mediator, then they shall submit the dispute to arbitration under the rules of the American Arbitration Association (AAA). Under any arbitration, both parties shall cooperate with and agree to abide finally by any decision of the arbitration proceeding.

## **Investment Agreement**

### **XV. Assignment:**

The rights of Inventor under this Agreement shall be assignable or otherwise transferable, in whole or in part, by Inventor and shall vest Inventor's assigns or transferees with the same rights and obligations as were held by Inventor. This Agreement shall be assignable by Investor to any entity that succeeds to the business of Inventor to which Products relate or to any other entity if Inventor's permission is first obtained in writing.

### **XVI. Jurisdiction and Venue:**

This Agreement shall be interpreted under the laws of Inventor's state of Texas, as given in Part 1 above. Any action related to this Agreement shall be brought in the county of Inventor's above address (Smith County, State of Texas); Investor hereby consents to such venue.

### **XVII. Non-Frustration:**

Neither party to this Agreement shall commit any act or take any action which frustrates or hampers the rights of the party under this Agreement. Each party shall act in good faith and engage in fair dealing when taking any action under or related to this Agreement.

### **XVIII. Rectification:**

In case of any mistake in this Agreement, including any error, ambiguity, illegality, contradiction, or omission, this Agreement shall be interpreted as if such mistake were rectified in a manner which implements the intent of the parties as nearly as possible and effects substantial fairness, considering all pertinent circumstances.



## Investment Agreement

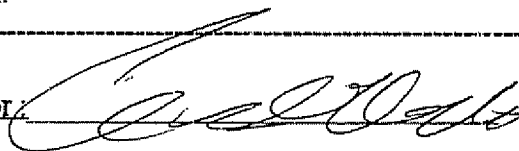
### XIX. Entire Agreement:

This Agreement sets forth the entire understanding between the parties and supersedes any prior or contemporaneous oral understandings and any prior written agreements.

### XX. Signatures:

The parties, having carefully read this Agreement and having consulted or have been given an opportunity to consult counsel, have indicated their agreement to all of the above terms by signing this Agreement on the respective dates below indicated. Inventor and Investor have each received a copy of this Agreement with both parties original ink signatures thereon.

Inventor: \_\_\_\_\_



Date 7-14-97

Eric V. Wade, DDS, CEO  
CEO Bethel Manufacturing Corporation

\_\_\_\_\_  
Investor's Signature

Date 7-14-97

\_\_\_\_\_  
Inventor's Name (please print)

\_\_\_\_\_  
Inventor's Title (please print)

\_\_\_\_\_  
Inventor's Signature

Date 7/14/97