

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	06/11/2002
RECEIVING PARTY DATA	
Name:	Shenikwa D. Nowlin
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:	2147603000
Email:	bellis@carrip.com
Correspondent Name:	Gregory W. Carr - 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

PATENT

Total Attachments: 4

source=Agreement 6-11-02#page1.tif

source=Agreement 6-11-02#page2.tif

source=Agreement 6-11-02#page3.tif

source=Agreement 6-11-02#page4.tif

Investment Agreement

Section I: Parties, Terms and Parameters

Parties

This Agreement represents an Investment Agreement for the financial support and eventual License of Disposable Hand Piece Cover product and the Disposable Hand Piece Cover System product, and is entered into between

Inventor: Eric V. Wade, DDS of Bethel Inc. of
320 S. Vine St. / Tyler, Texas 75702
and

Investor: Shenikwa D. Nowlin, Attorney at Law of
8347 Coral Drive / Dallas, Texas 75243

I. Parties, Terms and Parameters

- * **License Fee Return Rate:** 40% (*Less Shared Monies*)
- * **Royalty Return Rate:** 40% (*Less Shared Monies*)
- * **Investment Return Initial:** 1.9M (\$ 1,900.00.00)
- * **Inventor:** Eric V. Wade, DDS
- * **Included U.S. Patents:**
 - 1) U.S. Patent # 5,490,781
 - 2) U.S. Patent # 6,273,716 B1
 - 3) U.S. Patent # 6,350,124 B1
- * **Included U.S. Patent Titles:**

- 1) Patent One: Adjustable, Non-Reusable High Speed and Low Speed Dental Hand Piece Cover (Glove) and Noise Reducer
- 2) Patent Two: Prophylactic Covers For Dental Instruments and Methods for Making the Same
- 3) Patent Three: Prophylactic Systems For Dental Instruments and Methods For Using The Same

Investment Agreement

II. **Effective Date:** This Agreement shall be effective as of the latter of the signature dates below written and noted transfer of monies of Investment and shall be referred to as the Agreement of such date and shall be in force for a term equal in length to the effective date(s) of the life of each **U.S. Patent** included.

III. **Recitals:**

A. Inventor has developed inventions having the above titles and warrants that Inventor has been issued official United States Patents from the U. S. Patents and Trademarks Office, which are identified by the above titles and official U.S. Patent numbers. Inventor owns and has right to license said U.S. Patents (to include method of manufacture and select product distribution).

B. Inventor has also developed Know-How in connection with said invention and warrants that Inventor owns and has right to license said Know-How (to include method of manufacture and select distribution).

C. Investor desires to make financial contribution to the product development for market use resulting in the eventual license for broad scale market / public use. Said eventual license shall involve the permission to make or manufacture, and / or use, and / or sell the products embodying such invention(s) as covered by the claims of the above listed Inventors United States Patents.

IV. **Patent License Option(s):**

Such patent license may be exclusive and include the right to grant sublicenses, to make and have made, use, and sell licensed product throughout the United States, and possessions also to include all territories outside of the U.S. .

Investment Agreement

V. Royalties:

A. Licensing Fee: Inventor shall pay to Investor upon execution of this Agreement Forty Per Cent (40%) of the Licensing Fee upon its receipt.

B. Return On Investment: Inventor shall pay to Investor immediately upon receipt the dollar amount of 1.9M dollars / \$ 1,900,000.00 as a return of investment prior to the payment of the forty per cent of the Licensing Fee.

VI. Less Shared Monies:

In the event of additional financial participation on the behalf of parties other than the Inventor and the Investor, all other participation shall be declared "less shared monies" and both Inventor and Investor shall equally divide and share equally the cost of said participation.

VII. When No Royalties Due: No patent royalties shall be due under this Agreement after the above patent expires or if it is declared invalid by a court of competent jurisdiction from which no appeal can be taken.

VIII. Records: Inventor shall keep full, clear and accurate records with respect to monies received under royalty under this Agreement.

IX. 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 or validity of the above patents.

Investment Agreement

IX. Disclaimer and Hold Harmless:

B. Product Liability: LICENSEE shall hold Inventor and Investor harmless from any product liability actions involving Licensed Product(s).

X. **Term:** The term of this Agreement shall be for a period of time equal in time to the License Agreement of the manufacturer of choice.

XI. **Entire Agreement:** This Agreement sets forth the entire understanding between the parties and supercedes any prior Agreement or contemporaneous oral understanding and any prior written agreements.

XII. **Signatures:** The parties, having carefully read this Agreement 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 Inventor's and Investor's original ink signatures thereon.

Eriz H. Kibala, II US

Inventor Name: (please print)

[Signature]
Inventor Signature

6/11/02
Date

SHENIKWA DAWN Nowlin

Investor Name: (please print)

[Signature]
Investor Signature

6-11-02
Date

PATENT