

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
V. Kim Kutsch	09/04/2009
Robert J. Bowers	09/04/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	DurAcetal, LLC
<b>Street Address:</b>	311 N. Aberdeen
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60604
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7156637
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(312)827-8185
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	312-807-4350
<b>Email:</b>	chicago.patents@klgates.com, sana.hakim@klgates.com
<b>Correspondent Name:</b>	K&L Gates LLP
<b>Address Line 1:</b>	P.O. Box 1135
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-1135
<b>ATTORNEY DOCKET NUMBER:</b>	3713196
<b>NAME OF SUBMITTER:</b>	Sana Hakim

Total Attachments: 7  
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**PATENT  
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## PATENT ASSIGNMENT

This Patent Assignment ("Assignment") dated as of this 4th day of September, 2009 is entered into by and among DurAcetal, an Illinois limited liability company ("Assignee") and Robert J. Bowers, Jesse L. Drosch, V. Kim Kutsch, Steve Folin, and with respect to patent pending No. 12/070,657 only Kris Schermerhorn, (each an "Assignor" and collectively, the "Assignors").

WHEREAS, the Assignors, together with Richard Schermerhorn, own the patents and patent applications as and to the extent listed on Exhibit A attached hereto;

WHEREAS, Assignors are shareholders of Cosmetic Dental Materials, Inc. ("CDM");

WHEREAS, Assignee and CDM are parties to that certain Asset Purchase Agreement dated as of September 4, 2009 ("Purchase Agreement");

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Assignors have agreed to assign all of their respective rights, title and interests in and to the Patents, as defined herein, to Assignee.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, the mutual promises and covenants contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1. Assignment.** Each Assignor hereby grants, assigns, transfers, conveys and sets over onto Assignee, all of such Assignor's right, title and interest in and to the patents and patent applications listed on Exhibit A attached hereto and in any and all inventions described or shown therein, and to any applications filed in any country based thereon or on a document claiming common priority, including the right to file applications under the provisions of any convention or treaty; and in and to any letters patents, confirmations, divisionals, continuations, continuation-in-parts, or substitute applications which may be filed on said inventions; and in and to any patents, certificates, utility models, reissues, extensions, additions or confirmations thereof which may be granted upon said inventions (the "Patents"), except that Assignor Kris Schermerhorn is solely assigning his interest with respect to patent pending No. 12/070,657.

**Section 2. Further Action.** Each Assignor agrees to execute, at the request of the Assignee, (i) all documents in connection with any application for United States letters patent or foreign letters patent for the Patents, (ii) any divisional, continuation or substitute application for the invention or improvements, and any oath, declaration or affidavit relating thereto, and (iii) any application for the reissue or extension of any letters patent that may be granted upon the application. Each Assignor agrees to perform, upon request, any affirmative acts to obtain said letters patent of the United States or foreign letters patent and to vest in the Assignee all rights therein, so that the letters patent will be held and enjoyed by the Assignee, to the full end of the term for which said letters patent may be granted as fully and entirely as the same would have been held and enjoyed by each Assignor if this assignment had not been made. In the event that any application or letters patent that the Assignors now assign becomes involved in interference, the Assignors agree to cooperate with Assignee to prepare and execute the preliminary statement and giving and producing evidence in support thereof.

**Section 3. Representation and Warranty.** Each Assignor represents and warrants to the Assignee that on information and belief, the Assignors and Richard Schermerhorn are the only

parties with any right, title or interest in the Patents or Pending Patent Applications as and to the extent listed in Exhibit A.

*Signature page follows.*

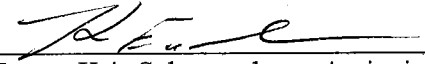
IN WITNESS WHEREOF, each Assignor has executed this Assignment as of the date first above written.

\_\_\_\_\_  
Name: Robert Bowers

\_\_\_\_\_  
Name: V. Kim Kutsch

\_\_\_\_\_  
Name: Jesse I. Droesch

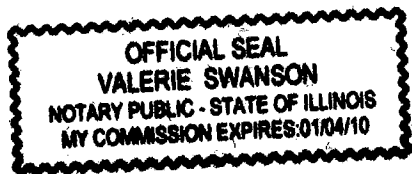
\_\_\_\_\_  
Name: Steve Folin

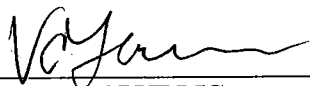
  
\_\_\_\_\_  
Name: Kris Schermerhorn, Assigning  
Patent Pending No. 12/070,657 only

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF COOK    )

I, Valerie L. Swanson, a Notary Public in and for the County and State aforesaid, do hereby certify that Kris Schermerhorn, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal this 23<sup>rd</sup> day of September, 2009.



  
\_\_\_\_\_  
NOTARY PUBLIC

Commission Expires: 1/4/2010

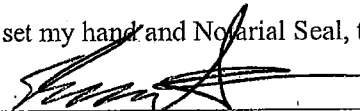
[SEAL]



STATE OF Oregon )  
 ) SS  
COUNTY OF Linn )

I, Derek Stith, a Notary Public in and for the County and State aforesaid, do hereby certify that V. Kim Kutsch, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 2 day of September, 2009.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Commission Expires: 9/29/09

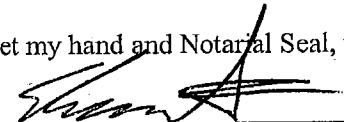
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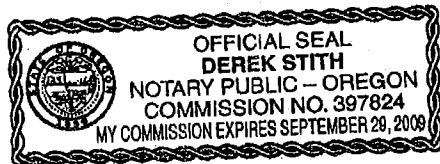
STATE OF Oregon )  
 ) SS  
COUNTY OF Linn )

I, Derek Stith, a Notary Public in and for the County and State aforesaid, do hereby certify that Jesse L. Drosch, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 2 day of September, 2009.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Commission Expires: 9/29/09

[SEAL]



STATE OF Oregon )  
 ) SS  
COUNTY OF Linn )

I, Derek Stith, a Notary Public in and for the County and State aforesaid, do hereby certify that Steve Folin, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 2 day of September, 2009.



[SEAL]

*[Signature]*

NOTARY PUBLIC  
Commission Expires: 9/29/09

STATE OF )  
 ) SS  
COUNTY OF )

I, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, do hereby certify that Kris Schermerhorn, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this \_\_\_ day of September, 2009.

NOTARY PUBLIC  
Commission Expires: \_\_\_\_\_

[SEAL]



**EXHIBIT A**

**Patents**

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>	<u>Assignee</u>
United States	7,156,637	10/24/2005	V. Kim Kutsch Robert J. Bowers	None
United States	7,303,392	05/09/2005	Kris Schermerhorn Richard E. Schermerhorn V. Kim Kutsch Robert J. Bowers Jesse L. Droesch	None

**Pending Patent Applications**

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>	<u>Assignee</u>
United States	12/070,657	3/2008	Steve Folin V. Kim Kutsch Kris Schermerhorn Jesse L. Droesch Robert J. Bowers	None

**Provisional Patent Applications**

<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Owner</u>	<u>Assignee</u>
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