

# PATENT ASSIGNMENT

Electronic Version v1.1

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Dr. Anna Matvienko	12/31/2009
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Quantum Dental Technologies Inc.
<b>Street Address:</b>	748 Briar Hill Avenue
<b>City:</b>	Toronto, ON
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M6B 1L3
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	11488194
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)739-9889
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	7037399888
<b>Email:</b>	dowell@dowellpc.com
<b>Correspondent Name:</b>	Dowell & Dowell, P.C.
<b>Address Line 1:</b>	103 Oronoco Street
<b>Address Line 2:</b>	Suite 220
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314
<b>ATTORNEY DOCKET NUMBER:</b>	15491
<b>NAME OF SUBMITTER:</b>	Wendy M. Slade arp
<b>Total Attachments: 3</b> source=15491assign6#page1.tif source=15491assign6#page2.tif source=15491assign6#page3.tif	

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**PATENT**  
**REEL: 026154 FRAME: 0320**

**ASSIGNMENT OF RIGHTS IN INVENTIONS**

**THIS AGREEMENT BETWEEN:**

**DR. ANNA MATVIENKO**  
of the City of Toronto in the Province of Ontario

hereinafter the ASSIGNOR

**- AND -**

**QUANTUM DENTAL TECHNOLOGIES INC.**  
a corporation incorporated under the laws of the Province of Ontario

hereinafter the ASSIGNEE

**WHEREAS:**

- A. The Assignor is an inventor or owner of technology disclosed to the University of Toronto (Disclosure Reference No.: 10001721; Received: March 20, 2008) and described as Method and apparatus using infrared photothermal radiometry (PTR) and modulated laser luminescence (LUM) for diagnostics of defects in teeth (the "Invention");
- B. Any patent that is or may be granted for the Invention may be referred to as the Patents;
- C. The following patent applications have been filed for an invention relating to the Invention (the "Applications"):

Application Number: 60/699,878  
Country: US

Application Number: WO2007009234  
Country: PCT

Application Number: 20070021670  
Country: US

Application Number: 2006272332  
Country: AU

Application Number: PI 0613428-9  
Country: BR

Application Number: 2615017  
Country: CA

Application Number: 200680033279.7  
Country: CN

Application Number: 2006761133  
Country: EP

Application Number: 08114078.8  
Country: HK

Application Number: 188747  
Country: IL

Application Number: 2008521758  
Country: JP

Application Number: 20080051129  
Country: KR

Application Number: MX/A/2008/000862  
Country: MX

Application Number: 565509  
Country: NZ

Application Number: 200800374-1  
Country: SG

Application Number: 2008/01139  
Country: ZA

- D. The parties are in agreement that, as between the parties, that the Assignor owns rights in the Invention, the Patent and the Patent Applications;
- E. Pursuant to an "Assignment of Rights from the University of Toronto" entered into on July 17<sup>th</sup>, 2006 (the "Reassignment Agreement") the UofT assigned to Andreas Mandelis, Anna Matvienko, Jinseok Jeon and Kiran Kulkarni all right, title and interest in the Invention, subject to certain rights and obligations including: (i) the retention by the UofT of a royalty free, non-exclusive licence to use the Invention for research, educational and administrative purposes; (ii) the assignment by Andreas Mandelis, Anna Matvienko, Jinseok Jeon and Kiran Kulkarni to pay to the UofT 25% of the "Aggregate Revenue" as defined in the Reassignment Agreement (the "Revenue Rights"); and (iii) the right of UofT to consent to further licenses or transfers of the Invention;

**NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS**

1. The Assignor hereby assigns to the Assignee all rights, title and interests in the Invention, the Patent and the Applications.

2. The Assignee hereby acknowledges and reserves the rights of the University of Toronto in the Invention to a royalty free, non-exclusive licence to use the Invention for research, educational and administrative purposes.

3. The Assignor hereby undertakes and agrees to execute all documents and do any acts deemed reasonably necessary or desirable by the Assignees or their successors-in-title (or their respective representatives) to provide further assurance of the title of the Assignee or for the purpose of obtaining any intellectual property right (including the Patent and Patent Applications) relating to the Technology and, in respect of any action for infringement the Assignor undertakes, to render all reasonable assistance within its power in support of any such proceeding, at the expense of the Assignees or their successors-in-title.

4. The Assignor acknowledges receipt of consideration for the rights, title and interest assigned pursuant to the Purchase Agreement between the Assignor and Assignee.

Executed at Toronto, Ontario this 31<sup>st</sup> day of December, 2009.

Witness:

J. Jeon  
Witness Dr. Jinseok Jeon

Assignor:

As  
Dr. Anna Matvienko

Witness:

[Signature]  
Witness

Quantum Dental Technologies, Inc.:

[Signature]  
Dr. Stephen Abrams, Secretary & CEO