

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TiNi Alloy Company	02/25/2011
RECEIVING PARTY DATA	
Name:	Ormco Corporation
Street Address:	1717 West Collins Avenue
City:	Orange
State/Country:	CALIFORNIA
Postal Code:	92867
PROPERTY NUMBERS Total: 4	
Property Type	Number
Application Number:	11948852
Application Number:	12325722
Patent Number:	7842143
Application Number:	12952002
CORRESPONDENCE DATA	
Fax Number:	(513)241-6234
Phone:	513-241-2324
Email:	dgoodman@whe-law.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Wood, Herron & Evans, LLP
Address Line 1:	441 Vine Street
Address Line 2:	2700 Carew Tower
Address Line 4:	Cincinnati, OHIO 45202
ATTORNEY DOCKET NUMBER:	ORM
NAME OF SUBMITTER:	Debbie C. Goodman

OP \$160.00 11948852

**Total Attachments: 11**

source=Assignment for TiNi Patents#page1.tif  
source=Assignment for TiNi Patents#page2.tif  
source=Assignment for TiNi Patents#page3.tif  
source=Assignment for TiNi Patents#page4.tif  
source=Assignment for TiNi Patents#page5.tif  
source=Assignment for TiNi Patents#page6.tif  
source=Assignment for TiNi Patents#page7.tif  
source=Assignment for TiNi Patents#page8.tif  
source=Assignment for TiNi Patents#page9.tif  
source=Assignment for TiNi Patents#page10.tif  
source=Assignment for TiNi Patents#page11.tif

## ASSIGNMENT AND ROYALTY AGREEMENT

This Assignment and Royalty Agreement (hereinafter referred to as "Agreement"), effective as of January 1, 2011 (hereinafter "Effective Date"), is entered into by and between TiNi Alloy Company and A. David Johnson (both collectively referred to hereinafter as "TiNi") on the one hand and Ormco Corporation, a Delaware corporation, (hereinafter "Ormco") on the other.

### ARTICLE 1 - DEFINITIONS

For purposes of this Agreement the following words and phrases shall have the following meanings:

- 1.1 "Affiliates" means, with respect to any specified Person, a Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.
- 1.2 "Archwire Royalty Product" shall mean any archwire product in the Ormco Field that but for this agreement would infringe a valid, unexpired claim of any of the TiNi Patents.
- 1.3 "Confidential Information" shall mean all proprietary and confidential information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") pursuant to, or in connection with this Agreement, including, without limitation, any information disclosed in contemplation of this Agreement prior to the Effective Date, regardless of the form or manner of disclosure. "Confidential Information" shall not include information: (a) of which the Receiving Party was rightfully in possession prior to disclosure, as evidenced by appropriate contemporaneous documentation; (b) that was independently developed by employees or agents of the Receiving Party without the benefit of Confidential Information provided by the Disclosing Party, as evidenced by appropriate contemporaneous documentation; (c) that the Receiving Party rightfully receives from a third party not owing a duty of confidentiality to the Disclosing Party; (d) that is or becomes publicly available without fault of the Receiving Party; (e) that is published incident to patent application prosecution; or (f) that the Parties agree in writing will not be treated as Confidential Information.
- 1.4 "Future TiNi Intellectual Property" shall mean any Intellectual Property related to Cu based single crystal alloys that TiNi develops, acquires or licenses after the Effective Date.
- 1.5 "Intellectual Property" shall mean all intellectual property rights of any nature or form of protection of a similar nature or having equivalent or similar effect to any of the foregoing, including, without limitation: (a) inventions, discoveries, processes, designs, techniques, developments, technology, and related improvements, whether or not patentable; (b) United States patents, patent applications, divisional, continuations, reissues, renewals, registrations, confirmations, re-examinations, certificates of inventorship, extensions, and the like, and any provision applications of any such patents or patent applications, and any foreign or international equivalent of any of the foregoing; (c) any word, name, symbol, color, designation, or device or any combination thereof, including, without limitation, any United States or pending trademark, trade dress, service mark, service name, trade name, brand name, logo, domain name, or business

symbol, and any foreign or international equivalent of any of the foregoing and all goodwill associated therewith; (d) any work, whether or not registered in the United States or elsewhere, that incorporate, is based upon, derived from, or otherwise uses any intellectual property, including, without limitation, mechanical and electronic design drawings (including, without limitation, computer-aided design files), specification, software (including, without limitation, documentation and object and source code listing), processes, technical or engineering data, test procedures, schematics, writings, materials, products, artwork, packaging and advertising materials; and (e) technical, scientific, and other know-how and information, trade secrets, knowledge, technology, means, methods, processed, practices, formulas, assembly procedures, computer programs, apparatuses, specifications, books, records, production data, publications, databases, reports, manuals, data and results, in written, electronic, or any other form not known or hereafter developed.

- 1.6 "Ormco Field" shall mean the field of dentistry, including, without limitation, orthodontics, endodontics, prosthodontics, dental restoration, general dentistry, dental surgery and dental implants.
- 1.7 "Net Sales Price" shall mean the invoice price of Archwire Royalty Products that Ormco charges its customers, excluding sales, use, occupation and excise taxes, less normal and reasonable agents' commissions, discounts, returns and the usual allowances and transportation charges. Customers may include other divisions and affiliates of Ormco which may be appointed as dealers for Ormco, as well as international distributors of the Archwire Royalty Products. Where instruments, other devices and/or ancillary devices are sold in kits with the Archwire Royalty Products, the Net Sales Price for Archwire Royalty Products sold in such kits shall not exceed the average sales price for such Archwire Royalty Products sold without kits.
- 1.8 "Person" means an association, a corporation, an individual, a partnership, trust, or any other entity or organization including a Governmental Entity.
- 1.9 "Royalty Products" shall mean any product in the Ormco Field that but for this agreement would infringe a valid, unexpired claim of any of the TiNi Patents.
- 1.10 "Jointly Developed Intellectual Property" is any Intellectual Property that the parties may jointly develop.
- 1.11 "TiNi Field" shall mean any and all applications and products that are not in the Ormco Field.
- 1.12 "TiNi Intellectual Property" shall mean any Intellectual Property related to Cu based single crystal alloys owned or licensed by TiNi Alloy Co. and/or David Johnson, that relates to the TiNi Patents.
- 1.13 "TiNiPatents" shall mean the patents and patent applications, related to Cu based single crystal alloys owned or licensed by TiNi Alloy Co. and/or David Johnson as of the effective date of this Agreement, set forth in Exhibit A attached herewith and any continuations, continuations-in-part, divisionals, foreign counterparts, reissues and reexaminations thereof, including any and all United States or foreign patents issuing therefrom.



## ARTICLE 2 – ASSIGNMENT AND EXCLUSIVE LICENSE

- 2.1 Pursuant to this Agreement TiNi assigns and does hereby assign, transfer and convey unto Ormco, its successors and assigns, its entire right, title and interest in and to all TiNi Intellectual Property, TiNi Patents and Jointly Developed Intellectual Property throughout the world. Ormco shall have perpetual rights in the Ormco Field to use said TiNi Intellectual Property, TiNi Patents and the Jointly Developed Intellectual Property and prevent use by others with no further obligations to TiNi except for those set forth in Article 3 hereunder.
- 2.2 TiNi agrees to cooperate with and assist Ormco in any manner which Ormco deems necessary to file, prosecute and maintain the TiNi Patents. TiNi agrees to execute any documents considered necessary by Ormco to convey or perfect Ormco's ownership of the TiNi Patents assigned to Ormco herein.
- 2.3 During the term of this Agreement, Ormco shall, file, prosecute, and maintain the TiNi Patents in those countries which Ormco shall select. TiNi may request, and Ormco cannot unreasonably deny the request, to pursue claims that are relevant to the TiNi field in patent applications in the TiNi Patents and in the Jointly Developed Intellectual Property. TiNi agrees to execute all documents necessary for Ormco to file, prosecute or maintain the Patents. In addition, TiNi agrees to cooperate with and assist Ormco in enforcing said TiNi Patents against third party infringers in the Ormco Field or in defending the validity of said TiNi Patents provided Ormco reimburses TiNi for any expenses incurred for such cooperation. Such expenses shall include all out-of-pocket expenses of TiNi authorized by Ormco in writing, or incurred in connection with a request by Ormco to assist in enforcing the TiNi Patents or defending the validity of the TiNi Patents. If Ormco decides to abandon any patent or patent application of the TiNi Patents or Jointly Developed Intellectual Property, Ormco will, offer TiNi the right to acquire the patent or patent application prior to 60 days before abandonment of the patent or patent application but if following the offer by Ormco, TiNi does not accept the offer within 60 days of the offer, TiNi would forfeit its right to acquire the offered patent or patent application and Ormco may abandon the patent or patent application at its sole discretion. If Ormco terminates this Agreement under the Early Termination provision of Article 6.2, TiNi shall assume the expense and control of maintaining and prosecuting the TiNi patents, and Ormco shall have no further obligations relating to prosecution and maintenance of the TiNi Patents.
- 2.4 Ormco agrees to pay all expenses incurred in filing, prosecuting or maintaining the TiNi Patents.
- 2.5 Ormco hereby grants to TiNi and its Affiliates an irrevocable, exclusive, worldwide license in, to and under the TiNi Intellectual Property, TiNi Patents and Jointly Developed Intellectual Property in the TiNi Field, with the right to grant sub-licenses, to make, have made, import, use, lease, offer to sell, sell, and/or otherwise dispose of products displaying, incorporating, utilizing, or made in accordance with, the TiNi Intellectual Property in the TiNi Field, and to otherwise commercialize, use, and exploit,

the TiNi Intellectual Property in the TiNi Field. Ormco shall provide TiNi with a separate License Agreement consistent with this grant, and with section 5.1(d).

- 2.6 Ormco shall have the right to acquire all Future TiNi Intellectual Property on terms substantially similar to those of this Agreement, provided, however, if TiNi offers any Future TiNi Intellectual Property ("Offered TiNi Intellectual Property") to Ormco, Ormco shall exercise its rights to acquire said Offered TiNi Intellectual Property within ninety days of the offer failing which TiNi shall be free to dispose of the Offered TiNi Intellectual Property as it deems fit.

### ARTICLE 3 – ROYALTIES

- 3.1 Ormco shall pay to TiNi royalties during the term of this Agreement, as follows: 2 % of the Net Sales Price of each Archwire Royalty Product sold by Ormco. If Ormco wishes to commercialize a Royalty Product other than Archwire Royalty Products, the parties shall negotiate in good faith a commercially reasonable royalty rate that Ormco shall pay TiNi for the sales of such Royalty Product provided however that the negotiated royalty rate shall not be less than 1% and not more than 3% of the Net Sales of such Royalty Product.
- 3.1.2 In the event that Ormco licenses, assigns or otherwise transfers rights in any of the TiNi Intellectual Property to a third party, Ormco shall pay to TiNi twenty-five percent (25%) of all income received by Ormco from the third party as consideration for the license, assignment or transfer of rights provided, however, if such license, assignment or transfer is made pursuant to the settlement of a dispute or lawsuit prosecuted by Ormco, Ormco shall deduct the legal expenses and fees associated with the dispute or lawsuit incurred by Ormco before calculating the amount due to TiNi.
- 3.2 Royalties shall be payable quarterly on or before the end of the month following the close of the calendar quarter on sales by Ormco of Archwire Royalty Products during the preceding calendar quarter and shall be accompanied by a report showing the computation used to determine the royalties due.
- 3.3 Late charges will be assessed by TiNi as additional royalties on all overdue payments and underpayments at an annual interest rate equal to two percent (2%) over the "prime rate" as set forth in the Wall Street Journal; provided that no late charges will be assessed on overdue payments subject to a good faith dispute by Ormco, so long as Ormco promptly notifies TiNi of such dispute.
- 3.4 (a) Ormco shall, during the Term of this Agreement and for a period of one (1) fiscal year thereafter, keep and maintain financial statements and records relating to the subject matter of this Agreement for the purposes of confirming the royalties to be paid according to Section 3.1 hereof (the "Ormco Records").

- (b) TiNi, through an independent certified public accountant (provided that such independent certified public accountant is not compensated on a contingency basis), subject to a written non-disclosure agreement with Ormco, shall have the right, during normal business hours and upon ten (10) days advance written notice to Ormco, and no more often than once per calendar year, to inspect the Ormco Records. Ormco shall have the right to have a representative present at all such inspections. TiNi warrants that all such audits shall be carried out in a manner calculated not to unreasonably interfere with Ormco's conduct of business. Further, such certified public accountant agrees to comply with all of Ormco's safety and security requirements during any visits to Ormco's facilities.
  - (c) The cost of such inspection or audit shall be borne by TiNi, unless such inspection or audit reflects a discrepancy adverse to TiNi of five percent (5%) or more in the royalties reported by Ormco. In the event that the inspection or audit reveals a discrepancy adverse to TiNi of five percent (5%) or more in the royalties reported by Ormco in accordance with this Agreement, Ormco shall be responsible for the reasonable costs of such inspection or audit. TiNi acknowledges that the Ormco Records contain confidential trade information. Neither TiNi nor its representatives shall at any time communicate to others or use any facts or information obtained as a result of such inspection or audit of the Ormco Financial Records. Under no circumstances shall such independent certified public accountant provide TiNi with any information regarding the identity of Ormco's customers or provide TiNi with any copies of Ormco's customer lists. TiNi's right to inspect the Ormco Records shall be limited to the current year for which the royalties to be reported are payable and the immediately preceding one (1) fiscal year period. Notwithstanding anything in this Agreement to the contrary, such audit right shall extend only one (1) fiscal year beyond termination of this Agreement.
  - (d) If an examination carried out by an independent certified public accountant under Section 3.4 (b) indicates that Ormco has not paid all royalties due and payable to TiNi under this Agreement, the amount outstanding will become immediately due and payable. If Ormco has paid royalties in excess of those due to TiNi under this Agreement, the amount overpaid will be applied in reduction of future royalties due to TiNi from Ormco, if any, and otherwise immediately repaid to Ormco.
- 3.5 Instrumentation, other devices and/or ancillary devices suggested and/or developed by Ormco or by others and sold by Ormco for use with the Royalty Products, or sold in kits with the Royalty Products, are not royalty-bearing sales under this Agreement, and royalties shall not be payable to TiNi for Ormco's sales of said instrumentation, other devices or ancillary devices.

#### ARTICLE 4 – WARRANTIES AND REPRESENTATIONS

- 4.1 (i) TiNi has all necessary legal power, right and authority to enter into and perform its obligations under this Agreement and has taken all necessary corporate action under the laws of the State of California and its certificate of incorporation and bylaws to authorize the execution of this Agreement and the consummation of the transactions contemplated hereunder.

(ii) TiNi is the owner of or otherwise controls all right, title and interest in and to TiNi Intellectual Property, and further represents and warrants that it has the unencumbered right to assign to Ormco TiNi Intellectual Property, free of all liens, pledges charges, options, rights of first refusal, security interests, or other encumbrances of any kind granted pursuant to Article 2 hereof.

(iii) To the knowledge of TiNi, the issued TiNi Patents listed on Exhibit A attached hereto are valid and enforceable and TiNi has properly filed and maintained all of such issued patents and paid all prosecution and maintenance fees thereof.

(iv) No Claim has been brought or is threatened by any third party with respect to any TiNi Intellectual Property that alleges that such TiNi Intellectual Property infringes or violates the rights of any third party.

(vi) TiNi has not threatened or initiated any claim against any third party alleging that such third party infringes any TiNi Intellectual Property.

(vii) To the knowledge of TiNi, TiNi has taken all reasonable measures to protect and preserve the security, confidentiality and value of all TiNi Intellectual Property, including, without limitation, trade secrets and other Confidential Information.

(viii) TiNi has not previously granted any rights to any third party that are inconsistent with the rights granted to Ormco under this Agreement and further represents and warrants that it has not entered into any agreement pursuant to which it assigned, licensed, or otherwise disposed of any interest which it had under any TiNi Intellectual Property

4.2 Ormco represents and warrants that Ormco has all necessary legal power to enter into and perform its obligations under this Agreement and has taken all necessary corporate action under the laws of the State of Delaware and its certificate of incorporation and bylaws to authorize the execution of this Agreement and the consummation of the transactions contemplated hereunder.

#### ARTICLE 5 – CONFIDENTIAL INFORMATION

5.1 The existence and terms and conditions of this Agreement are confidential, and neither Party may make any disclosures regarding this Agreement without the express prior written consent of the other Party, except:

(a) As may be required by law or legal process;

(b) During the course of litigation so long as the disclosure of such terms and conditions are restricted in the same manner as is the confidential information of other litigating parties and so long as: (i) the restrictions are embodied in a court-entered protective order; and (ii) the Disclosing Party informs the Receiving Party in writing in advance of the disclosure;



- (c) In confidence to its legal counsel, accountants, banks and financing sources and their advisors solely in connection with complying with financial transactions; or
- (d) TiNi may disclose to potential sub-licensees the fact that it has the license in, to and under the TiNi Intellectual Property and Jointly Developed Intellectual Property in the TiNi Field as set forth in paragraph 2.5 above, and Ormco shall provide TiNi with a separate License Agreement for this purpose.
- 5.2 (a) The Receiving Party agrees not to disclose any Confidential Information of the Disclosing Party and to maintain such Confidential Information in strictest confidence, to take all reasonable precautions to prevent its unauthorized dissemination and to refrain from sharing any or all of the information with any third party for any reason whatsoever except as required by court order, both during and after the Term of this Agreement. Without limiting the scope of this duty, the Receiving Party agrees to limit its internal distribution of the Confidential Information of the Disclosing Party only on a "need to know" basis solely in connection with the performance of this Agreement, and to take steps to ensure that the dissemination is so limited.
- (b) The Receiving Party agrees not to use the Confidential Information of the Disclosing Party for its own benefit or for the benefit of any third party other than in accordance with the terms and conditions of this Agreement.
- (c) All the TiNi's Confidential Information remains the sole property of the TiNi and all Ormco's Confidential Information remains the sole property of Ormco.
- (d) Upon written request of the Disclosing Party, or upon the expiration or other termination of this Agreement for any reason whatsoever, the Receiving Party agrees to return to the Disclosing Party all such provided Confidential Information, including, without limitation, all copies thereof.
- 5.3 Survival. The obligations set forth in this Article 5 shall apply throughout the Term of this Agreement and for a period of five (5) years after the termination or expiration of this Agreement or any extension hereof.

#### ARTICLE 6 - TERM AND TERMINATION

- 6.1 Unless earlier terminated under Article 6.2 or 6.3 below, this Agreement shall continue until the expiration of the last to expire of the issued patents, patent applications, or any patent claiming priority to a patent or patent application listed in Exhibit A, after which this Agreement shall terminate. Upon termination of this Agreement and upon payment of all monies due in accordance with the terms of this Agreement, Ormco shall have no further payment obligations to TiNi for Royalty Products, and Ormco shall have a perpetual, fully paid-up ownership rights to any and all rights assigned or granted to Ormco hereunder.

- 6.2 If, during the term of this Agreement, Ormco in its sole discretion decides to discontinue manufacturing and/or marketing Archwire Royalty Products, Ormco shall have the right to terminate this Agreement. If Ormco terminates this Agreement pursuant to this section ("Early Termination"), it shall reassign the TiNi Intellectual Property to TiNi and have no further obligation to pay royalties under Article 3 except to pay royalties due and owing up to the date of Early Termination.
- 6.3 If Ormco fails to commercialize an Archwire Royalty Product within four (4) years of the date of execution of this Agreement, TiNi may terminate the Agreement effective on thirty (30) days notice, unless Ormco achieves commercialization of the Archwire Royalty Product within this thirty day period. If TiNi terminates this Agreement pursuant to this section ("TiNi Termination"), Ormco shall reassign the TiNi Intellectual Property to TiNi. Notwithstanding the foregoing, in the event that Ormco is unable despite commercially reasonable efforts to commercialize a Archwire Royalty Product, so long as Ormco is making diligent and continuous efforts, TiNi and Ormco shall negotiate in good faith as to a reasonable extension of time to commercialize.

#### ARTICLE 7 - MISCELLANEOUS

- 7.1 This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute the same instrument.
- 7.2 Should any party to this Agreement reasonably retain counsel for the purpose of enforcing, interpreting or preventing the breach of any provision hereof, including, but not limited to, instituting any action or proceeding to enforce any provision hereof for damages by reason of any alleged breach of any provision hereof, for a declaration of such party's rights or obligations hereunder or for any other judicial remedy, then, if said matter is settled by judicial determination (which term includes arbitration judicially affirmed), whether at trial or on appeal, the prevailing party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees and costs for the services rendered to such prevailing party, and reasonable attorneys' fees and costs incurred in the enforcement or collection of any judgment entered.
- 7.3 The parties to the Agreement hereby agree to take such action as may reasonably be necessary to further the purposes of this Agreement.
- 7.4 Time is expressly declared to be of the essence of this Agreement and of every provision hereof in which time is an element.
- 7.5 This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of California. The venue for any dispute shall be a court of competent jurisdiction located in Orange County, California.
- 7.6 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.
- 7.7 In the event that any condition or covenant contained in this Agreement is held to be invalid or void by any court of competent jurisdiction, such condition or covenant shall be deemed severable from the remainder of this Agreement and shall not affect any other condition or covenant contained herein. If such condition or covenant is deemed to be

*awf*

invalid due to the scope or breadth, the remaining portions of such provision shall remain valid to the extent and scope permitted by law.

- 7.8 No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This Agreement may be amended only by a written agreement executed by the parties in interest at the time of the modification.
- 7.9 Any notice (including notice of change of address) permitted or required to be given pursuant to the provisions of this Agreement shall be in writing and sent by registered or certified mail, return receipt requested, by fax (with written confirmation of transmission) or by hand delivery to the parties at the following addresses:

If to Ormco: Ormco Corporation

Attn: President

1717 West Collins Avenue

Orange, CA 92867

With a copy to: Sybron Dental Specialties, Inc.

Attn: General Counsel

1717 West Collins Avenue

Orange, CA 92867

Fax No: 714.516.7696

If to TiNi: TiNi Alloy Co.,

Attention: A. David Johnson, President

13003 Neptune Drive

San Leandro, CA 94577

Notice properly given by mail shall be deemed effective one (1) business day after mailing.

- 7.10 Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. No provision in this Agreement is to be interpreted for or against any party to the Agreement because that party or its legal representative drafted such provision.
- 7.11 The parties to this Agreement acknowledge that such agreement is the result of good faith negotiations between the parties through their respective counsel. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation or enforcement of this Agreement.
- 7.12 This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, fully supersedes any and all prior understandings, representations, warranties and agreements between the parties hereto, or any of them, pertaining to the subject matter hereof and may be modified only by written agreement signed by all of the parties hereto.
- 7.13 The parties hereto, and each of them, represent and declare that in executing this Agreement they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel concerning the nature, extent and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in executing the same by any of the parties hereto or by any person representing them, or any of them.

- 7.14 This Agreement may not be assigned by Ormco, except that Ormco shall have the right to assign all of its rights under this Agreement to Sybron Dental Specialties, Inc. ("SDS"), or any entity wholly owned by SDS, without the consent of TiNi, and Ormco shall have the right to assign all or any portion of its rights under this Agreement or to delegate all or any portion of its obligations under this Agreement in connection with a sale or other transfer of all or any portion of the Business of Ormco without the consent of TiNi.
- 7.15 The parties hereto, and each of them, further represent and declare that they have carefully read this Agreement and know the contents thereof and that they sign the same freely and voluntarily.

Intending to be legally bound, the parties have executed this Agreement as of the day and year set forth below.

TINI ALLOY COMPANY  
AND A. DAVID JOHNSON

By: A. David Johnson

Name: A. David Johnson  
Title: President

Date: 25 Feb 2011

ORMCO CORPORATION

By: Daniel Even

Name: Daniel Even  
Title: President

Date: February 17, 2011

EXHIBIT A  
TiNi Patents

	Title	App. No. App. Date	Pub. No. Pub. Date	Issued Pat. Issue Date	Status
US	METHOD OF ALLOYING REACTIVE COMPONENTS	11/948,852 11/30/2007			Pending
US	BIOCOMPATIBLE COPPER-BASED SINGLE-CRYSTAL SHAPE MEMORY ALLOYS	12/325,722 12/1/2008	US-2009-0187243 7/23/2009		Published
US	HYPERELASTIC SHAPE SETTING DEVICES AND FABRICATION METHODS	11/949,663 12/3/2007	US-2009-0139613 6/4/2009	7,842,143 11/30/2010	Issued
US	HYPERELASTIC SHAPE SETTING DEVICES AND FABRICATION METHODS	12/952,002 11/22/2010			Pending
US	SHAPE SETTING A SHAPE MEMORY ALLOY DENTAL ARCH	61/376,608 8/24/2010			Pending
EP	SINGLE CRYSTAL SHAPE MEMORY ALLOY DEVICES AND METHODS	05744403.6 5/4/2005			Pending

*QDF*