

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Melbourne J. Livernois	01/12/2012
RECEIVING PARTY DATA	
Name:	SS White Burs, Inc.
Street Address:	1145 Towbin Avenue
City:	Lakewood
State/Country:	NEW JERSEY
Postal Code:	08701
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	13232962
Application Number:	61534580
Application Number:	61534608
CORRESPONDENCE DATA	
Fax Number:	(312)726-2506
Phone:	3127267126
Email:	kregg.brooks@icemiller.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:	Kregg T. Brooks
Address Line 1:	200 West Madison Street, Suite 3500
Address Line 4:	Chicago, ILLINOIS 60606
ATTORNEY DOCKET NUMBER:	27099.0287
NAME OF SUBMITTER:	Kregg T. Brooks
Total Attachments: 2 source=REDACTED SS White Release Assignment#page1.tif source=REDACTED SS White Release Assignment#page2.tif	

CH \$120.00 13232962

RELEASE AND ASSIGNMENT

This RELEASE AND ASSIGNMENT AGREEMENT ("Agreement") is made as of January ~~12~~ 2012 ("Effective Date"), by and between SS White Burs, Inc. ("SSW"), an Illinois Corporation having its principal place of business at 1145 Towbin Avenue, Lakewood, New Jersey 08701 and Melbourne J. Livernois, an individual residing at 443 East Cliff Road, Cullowhee, NC, 28723 ("Assignor," and together with SSW, the "Parties"). In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. "Intellectual Property" means (a) the publications entitled "Preparation for Milled Ceramic Crown", "Preparation for Milled Ceramic Partial Coverage Restoration (PCR)", "Preparation of Milled Ceramic Inlay" attached as Exhibit A; (b) "Success with Milled Ceramic Restorations" a slide presentation attached as Exhibit B; 79 images used to produce procedure guide attached as Exhibit C; and (c) U.S. Patent Application No. 13/232962 entitled "Depth Limiting Bur", U.S. Patent Application No. 61/534,580, and U.S. Patent Application No. 61/534,608, and all applications for patents, utility models, and designs which have been and/or may hereafter be filed for any inventions described in the foregoing patent applications in any country, together with the right to file such applications and the right to claim for the same the priority rights derived from the application under the International Convention for the Protection of Industrial Property, the patent laws of the United States or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for the foregoing patent applications in any country and all extensions, renewals and reissues. All information contained in the Intellectual Property not in the public domain is the confidential information of SSW ("SSW Confidential Information"). For clarity, the trademark SMILE ARTIST (U.S. Reg. No. 2381431) is not included in the definition of Intellectual Property.

REDACTED

4. Assignor hereby grants, sells, conveys, assigns, transfers, and delivers to SSW its entire right, title, and interest in and to the Intellectual Property, together with the goodwill of the business associated therewith, including, without limitation, the right to sue for and receive all damages from past, present and future infringements of the Intellectual Property, the same to be held and enjoyed by SSW and its successors, assigns, and other legal representatives. Assignor shall deliver to SSW in a form acceptable to SSW all Intellectual Property upon execution of this Agreement. Assignor shall deliver or have delivered to SSW the patent file for U.S. Patent Application No. 13/232962 entitled "Depth Limiting Bur" within two (2) business days of Assignor's receipt of payment pursuant to paragraph 5.

5. SSW shall pay Assignor thirty thousand U.S. dollars (\$30,000.00) upon execution of this Agreement. The Assignor shall be solely responsible for the payment of all taxes relating to the payment set forth in this Paragraph including all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws.

6. Upon the request of the SSW or its affiliates, Assignor shall execute and deliver any and all instruments and documents and take such other future actions as may be necessary to document the aforesaid assignment

and transfer or to enable SSW to secure, register, maintain, enforce, and otherwise fully protect its rights in and to the Intellectual Property

7. Assignor hereby further covenants and agrees that he will communicate to SSW, its successors, legal representatives and assigns, any facts known to it respecting said Intellectual Property, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and generally do everything possible to aid SSW, its successors, legal representatives and assigns, to obtain and enforce such Intellectual Property in any country or territory throughout the world.



REDACTED

10. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the Parties. Nothing in this Agreement shall confer any rights upon any person other than the Parties and their respective successors and permitted assigns.

11. This Agreement may be executed in two or more counterparts (delivery of which may occur via facsimile or email) which shall be deemed an original, each of which shall be binding as of the date first written above, and, when delivered, all of which shall constitute one and the same instrument.

12. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York without regard to its provisions concerning conflicts of laws, choice of law, choice of forum, or principles that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first written above.

SS White Burs, Inc.

By: _____
Name:
Title:

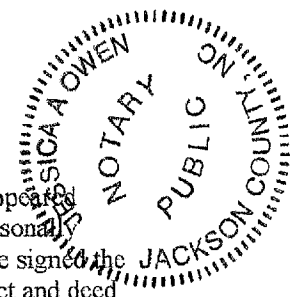
Melbourne J. Livernois

STATE OF _____) SS.
COUNTY OF _____)

STATE OF _____) SS.
COUNTY OF _____)

On this ___ day of January 2012, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Agreement as his voluntary act and deed on behalf and with full authority of _____

On this 12 day of January 2012, there appeared before me Melbourne Livernois, personally known to me, who acknowledged that he signed the foregoing Agreement as his voluntary act and deed on his own behalf.



Jessica A. Owen
Notary Public
My Commission expires
7/5/2015

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2

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