

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
R. Eric Montgomery	04/21/2013
RECEIVING PARTY DATA	
Name:	Oraceutical LLC
Street Address:	815 Pleasant Street
City:	Lee
State/Country:	MASSACHUSETTS
Postal Code:	01238
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13867091
CORRESPONDENCE DATA	
Fax Number:	6099218651
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	609-921-8660
Email:	quinlanpc@msn.com
Correspondent Name:	David Quinlan
Address Line 1:	32 Nassau Street
Address Line 2:	Suite 300
Address Line 4:	Princeton, NEW JERSEY 08542
ATTORNEY DOCKET NUMBER:	9200.1009
NAME OF SUBMITTER:	David M. Quinlan
Signature:	/David M. Quinlan/
Date:	04/21/2013
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 2 source=Declaration_E#page1.tif source=Declaration_E#page2.tif	

OP \$40.00 13867091

PATENT

DECLARATION AND ASSIGNMENT OF PATENT APPLICATION

As a below named inventor, I hereby submit this combined Declaration and Assignment of Patent Application.

DECLARATION

I, R. ERIC MONTGOMERY, being a resident of the United States of America, having an address at Lee, MA, hereby declare as follows. This declaration is directed to United States Application No. 13/867,091, filed on April 21, 2013, entitled HAND-HELD TOOTH WHITENING INSTRUMENT WITH APPLICATOR RESERVOIR FOR WHITENING COMPOSITION AND METHODS OF USING SAME (the "Application"), which Application was made or authorized to be made by me. I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that a "person may not execute an oath or declaration unless the person has reviewed and understands the contents of the application, including the claims, and is aware of the duty to disclose to the Office all information known to be material to patentability as defined in § 1.56," and state that I have complied with these requirements.

I hereby acknowledge that any willful false statement made in this Declaration is punishable by fine or imprisonment of not more than five (5) years, or both.

I hereby authorize and request the attorneys of record in the Application to insert in this Declaration and Assignment of Patent Application the filing date and serial number of the Application when officially known, and if needed the date of execution of this Declaration and Assignment.

ASSIGNMENT

WHEREAS, I:

R. ERIC MONTGOMERY, being a citizen and resident of the United States of America, having an address at Monterey, MA, have made new and useful processes, machines, articles of manufacture, compositions of matter, ornamental designs and/or improvements in the Application, said Application being filed with this Assignment.

WHEREAS, Oraceutical LLC, having a place of business at 815 Pleasant Street, Lee, MA 01238, and who, together with its successors and assigns ("Assignee"), is desirous of acquiring the title, rights, benefits, and privileges hereinafter recited.

NOW, THEREFORE, for valuable consideration furnished by Assignee to me, receipt and sufficiency of which I hereby acknowledge, I hereby, without reservations:

1. Assign, transfer, and convey to Assignee the entire right, title, and interest in and to the Application, the inventions and discoveries described in the Application, any and all other applications for Patents on said inventions and discoveries in other countries, including all divisional, renewal, substitute, continuation, continuation-in-part and Convention applications based in whole or in part upon said inventions or discoveries and any and all Patents, reissues, and extensions of Patents granted for said inventions and discoveries, and every priority right that is or may be predicated upon or arise from said inventions and discoveries, from the Application.

2. Authorize Assignee to file patent applications in any or all countries for any or all said inventions and discoveries from the Application in my name or in the name of Assignee or otherwise as Assignee may deem advisable, under the International Convention or otherwise.

3. Authorize and request the Commissioner for Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all rights in the Application and Patents issuing therefrom to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. Warrant that I have not knowingly conveyed to others any right in said inventions and discoveries or any license to use the same or to make, use, or sell anything embodying or utilizing any of said inventions or discoveries; and that I have good right to assign the same to Assignee without encumbrance.

5. Bind my heirs, legal representatives, and assigns, as well as myself, to do, upon Assignee's request and at Assignee's expense, but without additional consideration to me or them, all acts reasonably serving to assure that the said inventions and discoveries, the said patent applications, and the said Letters Patent shall be held and enjoyed by Assignee as fully and entirely as the same could have been held and enjoyed by me, my heirs, legal representatives, and assigns if this assignment had not been made; and particularly to execute and deliver the Assignee all lawful application documents including petitions, specifications, and oaths, and all assignments, disclaimers, and lawful affidavits in form and substance as may be requested by Assignee; to communicate to Assignee all facts known to me relating to said inventions and discoveries or the history thereof; to furnish Assignee with any and all documents, photographs, models, samples, and other physical exhibits in my control or in the control of my heirs, legal representatives, or assigns which may be useful or establishing the facts of our conception, disclosures, and reduction to practice of said inventions and discoveries; and to testify to the same in any interference, other litigation, or proceeding related hereto.

6. The assignment expressly includes the conveyance to Assignee of the right to bring suit for and to collect damages for any infringement of a patent issuing from the Application, and for a reasonable royalty for any use of 35 USC § 154(d) provisional rights, and for any other cause of action arising from Assignee's ownership of a patent issuing from the Application including any violation by others of any federal or state tort or antitrust or unfair competition laws, and in and to any and all reissues, reexaminations and extensions of a Patent from the Application, these rights to be held and enjoyed by Assignee, for its own use and benefit and the use or benefit of its successors and assigns, to the end of the full term of the Patent from the Application, as fully and entirely as the same would have been held and enjoyed by me, had this sale and assignment not been made.

LEGAL NAME OF INVENTOR

Inventor: R. ERIC MONTGOMERY

Date: APRIL 21, 2013

Signature: 