

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3143634

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
CADENT LTD.		10/28/2014
RECEIVING PARTY DATA		
Name:	ALIGN TECHNOLOGY, INC.	
Street Address:	2560 ORCHARD PARKWAY	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95131	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Application Number:	09591757	
Application Number:	10749388	
Application Number:	11051329	
Application Number:	11889111	
Application Number:	12967347	
CORRESPONDENCE DATA		
Fax Number:		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	afife@wsgr.com	
Correspondent Name:	ASHLEY FIFE	
Address Line 1:	WILSON SONSINI GOODRICH & ROSATI	
Address Line 2:	650 PAGE MILL ROAD	
Address Line 4:	PALO ALTO, CALIFORNIA 94304-1050	
ATTORNEY DOCKET NUMBER:	7003	
NAME OF SUBMITTER:	ASHLEY FIFE	
SIGNATURE:	/Ashley Fife/	
DATE SIGNED:	12/11/2014	
Total Attachments: 2		
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source=7003#page2.tif		

CORPORATE TO CORPORATE ASSIGNMENT

Align Reference No(s):
7003.IL.WO.US
7003.IL.WO.US.C1
7003.IL.WO.US.C1.C1
7003.IL.WO.US.C1.C2
7003.IL.WO.US.C1.C2.C1

WHEREAS, CADENT LTD. (hereinafter "Assignor"), owns the entire right, title and interest in and to the inventions disclosed in the Application(s), and in and to all embodiments of the inventions, heretofore conceived, made or discovered (collectively hereinafter referred to as "Inventions") entitled:

VIRTUAL ORTHODONTIC TREATMENT

- ☒ for which application serial no(s): 09/591,757 was filed on June 12, 2000 in the United States Patent and Trademark Office;
10/749,388 was filed on January 2, 2004 in the United States Patent and Trademark Office;
11/051,329 was filed on February 7, 2005 in the United States Patent and Trademark Office;
11/889,111 was filed on August 9, 2007 in the United States Patent and Trademark Office;
12/967,347 was filed on December 14, 2010 in the United States Patent and Trademark Office;

(hereinafter "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, ALIGN TECHNOLOGY, INC., a corporation of the State of Delaware, having a place of business at 2560 Orchard Parkway, San Jose, CA 95131, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor to have been received in full from said Assignee:

1. Said Assignor does hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing; and (g) in and to all claims for past, present and future infringement of the Patent(s), including all rights to sue for and to receive and recover for Assignee's own use all past, present, and future lost profits, royalties, and damages of whatever nature recoverable from an infringement of the Patent(s).

2. Said Assignor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by the Assignor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by the parties (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon the Assignor, its successors, assigns and other legal representatives.

4. Said Assignor hereby warrants, represents and covenants that said Assignor has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Said Assignor hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

CORPORATE TO CORPORATE ASSIGNMENT

Align Reference No(s):
7003.IL.WO.US
7003.IL.WO.US.C1
7003.IL.WO.US.C1.C1
7003.IL.WO.US.C1.C2
7003.IL.WO.US.C1.C2.C1

IN WITNESS WHEREOF, said Assignor has executed and delivered this instrument to said Assignee as of the date written below.

ASSIGNOR

Date: 10-28-2014

By: 

Name: Roger E. George

RECEIVED AND AGREED TO BY ASSIGNEE:

Date: 10/28/14

By: 

Name: David M. Mason