

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3161183

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	CADENT, LTD.	12/22/2014
RECEIVING PARTY DATA		
Name:	ALIGN TECHNOLOGY, INC.	
Street Address:	2560 ORCHARD PARKWAY	
City:	SAN JOSE	
State/Country:	CALIFORNIA	
Postal Code:	95131	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29502675
CORRESPONDENCE DATA		
Fax Number:	(973)597-2400	
<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>		
Phone:	(973) 597-2500	
Email:	gpowers@lowenstein.com	
Correspondent Name:	LOWENSTEIN SANDLER LLP	
Address Line 1:	65 LIVINGSTON AVENUE	
Address Line 2:	ATTN: PATENT DOCKET ADMINISTRATOR	
Address Line 4:	ROSELAND, NEW JERSEY 07068	
ATTORNEY DOCKET NUMBER:	1303.US-DP (28510-13)	
NAME OF SUBMITTER:	BENJAMIN A. KIMES	
SIGNATURE:	/Benjamin A. Kimes/	
DATE SIGNED:	12/23/2014	
Total Attachments: 4		
source=1303-US DP Assignment Cadent to Align#page1.tif		
source=1303-US DP Assignment Cadent to Align#page2.tif		
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PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Assignment") dated as of December 22, 2014 (the "Effective Date"), is made by and between **Cadent, LTD.**, an Israeli corporation, having a principal place of business at 3 Ariel Sharon Street, Or Yehuda 60212, Israel, ("Assignor"), and **Align Technology, Inc.**, a Delaware Corporation, having a principal place of business at 2560 Orchard Parkway, San Jose, California 95131, ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns the entire right, title and interest in, to and under the patent applications listed in Schedule A attached hereto (the "Applications").

WHEREAS, pursuant to this Assignment, Assignee has agreed to accept, and Assignor has agreed to transfer, convey and assign to Assignee all of Assignor's right, title and interest in, to and under the Applications.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Assignor hereby sells, transfers, conveys and assigns to Assignee, its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Applications, together with the right to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement of patents issued from the Applications, or any patent based upon or claiming priority to the Applications, and to fully and entirely stand in the place of the Assignor in all matters related to the Applications.

2. **Cooperation.** This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other commercially reasonable actions which Assignee, its successors and/or assigns, may reasonably request to effect the terms of this Assignment, including its recordation in relevant state and national patent offices.

3. General Provisions. This Assignment and Schedule A attached hereto constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

4. Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of California, without regard to any conflict of laws and/or provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the State of California for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

5. Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

Cadent, LTD.

By

Name: **Roger E. George**

Date

Align Technology, Inc.

By

Name: **David M. Mason**

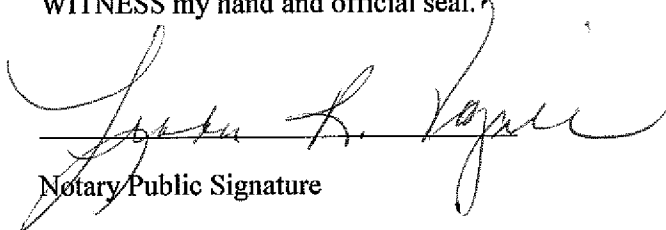
Date

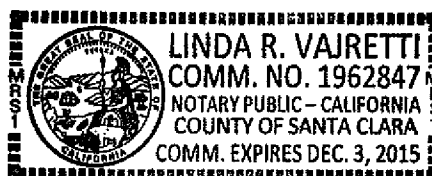
State of California)
) ss.
County of Santa Clara)

On December 22, 2014 before me, **Linda R. Vajretti**, Notary Public, personally appeared **Roger E. George**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature



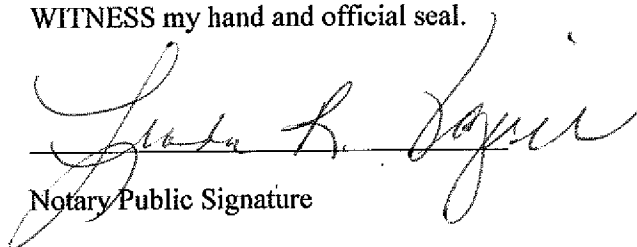
Notary Public Seal

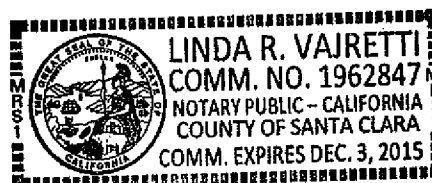
State of California)
) ss.
County of Santa Clara)

On December 22, 2014 before me, **Linda R. Vajretti**, Notary Public, personally appeared **David M. Mason**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature



Notary Public Seal

Schedule A to the Assignment

	Country	U.S. Design Patent Application Serial No.	Filing Date	Title
1	US	29/502,681	18 September 2014	CART-MOUNTED INTRAORAL SCANNER AND DISPLAY
2	US	29/502,671	18 September 2014	DESKTOP INTRAORAL SCANNER AND DISPLAY
3	US	29/502,675	18 September 2014	INTRAORAL SCANNER WAND