# 503455308 08/27/2015

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3501933

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
	Corrective Assignment to correct the NAME OF THE ASSIGNEE TO MYCONE DENTAL SUPPLY CO., INC. previously recorded on Reel 034657 Frame 0748. Assignor(s) hereby confirms the ASSIGNMENT.

## **CONVEYING PARTY DATA**

Name	Execution Date
ENAMELITE, LLC	09/12/2014

#### **RECEIVING PARTY DATA**

Name:	MYCONE DENTAL SUPPLY CO., INC.		
Street Address:	480 S. DEMOCRAT ROAD		
City:	GIBBSTOWN		
State/Country:	NEW JERSEY		
Postal Code:	08027		

#### **PROPERTY NUMBERS Total: 7**

Property Type	Number
Application Number:	10622090
Application Number:	11142983
Application Number:	13758987
Application Number:	60397664
Application Number:	61640567
PCT Number:	US1338892
PCT Number:	US0322366

#### CORRESPONDENCE DATA

**Fax Number:** (615)244-6804

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.

**Phone:** 615-244-6380

Email: charise.christianson@wallerlaw.com
Correspondent Name: WALLER LANSDEN DORTCH & DAVIS

Address Line 1: 511 UNION STREET

Address Line 2: SUITE 2700

Address Line 4: NASHVILLE, TENNESSEE 37219-8966

ATTORNEY DOCKET NUMBER: 030404.53227

NAME OF SUBMITTER: NICOLO DAVIDSON

PATENT 503455308 REEL: 036485 FRAME: 0308

SIGNATURE:	/Nicolo Davidson, Reg. No. 63,967/
DATE SIGNED:	08/27/2015
Total Attachments: 10	
source=Patent Assignment#page1.tif	
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PATENT REEL: 036485 FRAME: 0309

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3173713

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

# **CONVEYING PARTY DATA**

Name	Execution Date
ENAMELITE, LLC	09/12/2014

### **RECEIVING PARTY DATA**

Name:	MYCONE DENTAL SUPPLY CO., INC. D/B/A KEYSTONE DENTAL GROUP
Street Address:	480 S. DEMOCRAT ROAD
City:	GIBBSTOWN
State/Country:	NEW JERSEY
Postal Code:	08027

### **PROPERTY NUMBERS Total: 7**

Property Type	Number
Patent Number:	7018465
Patent Number:	8529257
Application Number:	60397664
Application Number:	61640567
Application Number:	13758987
PCT Number:	US1338892
PCT Number:	US0322366

## **CORRESPONDENCE DATA**

Fax Number:

(615)313-3972

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.

Phone:

615-244-5200

Email:

francine.vanaelst@stites.com

Correspondent Name:

STITES & HARBISON PLLC 401 COMMERCE STREET

Address Line 1: Address Line 2:

SUITE 800

Address Line 4:

NASHVILLE, TENNESSEE 37219

1	
ATTORNEY DOCKET NUMBER:	11515N/020282
NAME OF SUBMITTER:	FRANCINE M. VANAELST
SIGNATURE:	/Francine VanAelst/
DATE SIGNED:	01/07/2015

PATENT REEL: 036485 FRAME: 0310

# PATENT ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Agreement") is made as of September 12, 2014 (the "Effective Date") by and between:

Enamelite, LLC, a Tennessee limited liability company ("Assignor"); and Mycone Dental Supply Co., Inc., a New York corporation ("Assignee")

#### RECITALS

WHEREAS, Assignee and Assignor are parties to a Asset Purchase Agreement, dated as of the date hereof (the "APA"), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to acquire from Assignor, certain patents of Assignor; and

WHEREAS, Assignor owns all rights, title and interest in and to the domestic and foreign patents and patent applications (including inventor's certificates and utility models) listed on attached **Exhibit A**, including any substitutions, extensions, reissues, reexaminations, renewals, divisionals, continuations, continuations-in-part and foreign counterparts of any of the foregoing (collectively, the "Patent Rights").

WHEREAS, in accordance with the APA, Assignor desires to sell, convey, assign, transfer, deliver and grant to Assignee all of Assignor's worldwide Patent Rights, and Assignee desires to accept the sale, conveyance, assignment, transfer, delivery and grant of all of Assignor's worldwide Patent Rights.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the APA, and for the consideration paid to Assignor under the APA, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby, assign and transfer to Assignee, his successors, assigns and other legal representatives, all outstanding right, title and interest, worldwide, in and to the Patent Rights, together with any and all reissues, reexaminations, statutory invention registrations, modifications and extensions thereof, and all of the inventions included in the foregoing, and including all rights to claim priority, all of the foregoing to be held and enjoyed by Assignee for his own use and for the use of his successors, assigns or other legal representatives, together with all of the income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all claims for damages by reason of past, present and future infringement of the rights assigned under this Agreement with the right to sue for and collect the same for his own use and benefit, and for the use and benefit of his successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer to Assignee had not been made.

Assignor shall execute a recordable Patent Assignment attached hereto as Exhibit B. Assignor will, when requested, execute, deliver and acknowledge all such further documents and do and perform all such other acts and things as are needed and that Assignee may reasonably require to effectuate the assignment, transfer and recordation. Assignor further agrees that Assignee may, at his discretion, record the Patent Assignment with relevant agencies and offices.

Following the Effective Date, Assignee shall solely control and determine the prosecution and maintenance of the Patent Rights. Assignor shall notify Assignee in writing of any suspected infringements of the Patent Rights.

The parties hereby acknowledge and agree that Assignee shall own any Improvements under this Agreement ("Improvements" is defined to mean any additional feature or function or any enhancement of a feature or function of any products or devices covered by a valid claim of the Patent Rights which either party discovers or develops, but only to the extent that a product with such addition or enhancement would infringe at least one valid claim of the Patent Rights.). All other intellectual property shall remain the property of its respective owner(s).

Assignor represents and warrants:

- (a) that it is the sole owner of the Patent Rights and has the lawful right to assign the rights set forth herein;
- (b) that none of the Patent Rights are the subject of any pending interference, opposition, cancellation or other challenge or adversarial proceeding;
- that it has neither assigned nor granted any license or other rights to the Patent Rights and it is under no obligation to grant any such license or rights to any entity or person; and
- (d) the execution and delivery of this Agreement, and the performance by Assignor of its obligations hereunder have been duly authorized by all necessary corporate or other action on the part of Assignor, and no consents, waivers, or permissions that have not already been granted are required for such actions.

Assignor shall indemnify, defend and hold harmless Assignee and its officers, directors, and employees from and against any loss, liability or expenses (including reasonable attorneys' fees and expensed and court costs) arising out of or relating to any breach of any representation or warranty or covenants made herein by Assignor.

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To the extent not governed by applicable patent law, this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to the conflicts of law provisions thereof. The parties hereby consent and submit to the law, jurisdiction and venue of said State for any and all disputes arising out of this Agreement.

IN WITNESS WHEREOF, both Assignor and Assignee have executed this Agreement, in duplicate originals, by their respective and duly authorized officers on the day and year written.

Enamelite, LLC, Assignor

Name: James D. Amos Title: Chief Manager

Mycone Dental Supply Co., Inc., Assignee

Βv

Name: Cary B. Robinson

Title: President

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To the extent not governed by applicable patent law, this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to the conflicts of law provisions thereof. The parties hereby consent and submit to the law, jurisdiction and venue of said State for any and all disputes arising out of this Agreement.

IN WITNESS WHEREOF, both Assignor and Assignee have executed this Agreement, in duplicate originals, by their respective and duly authorized officers on the day and year written.

Rnam	elite.	LLC.	Assigno	ľ

By.

Name: James D. Amos Title: Chief Manager

Mycone Dental Supply Co., Inc., Assignee

By

Name: Cary B. Robinson

Title: President

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#### EXHIBIT A

#### List of Patents

- 1. U.S. Patent No. 7,018,465, to Enamelite, LLC, titled "Aerosolized ceramic porcelains and glaze composition," issued March 28, 2006.
- U.S. Patent No. 8,529,257, to Enamelite, LLC, titled "Aerosolized ceramic porcelains and glaze composition," issued September 10, 2013.
- 3. Canada Patent No. 2,495,754, to Enamelite, LLC, titled "Aerosolized ceramic porcelains and glaze composition," issued September 11, 2012.
- 4. EU Patent No. 1,546,052, to Enamelite, LLC, titled "Aerosolized ceramic porcelains and glaze composition," issued June 29, 2005 (covered by same patent number in Turkey, Luxembourg, Austria, France, Netherlands, Switzerland, Portugal, Spain, Italy, United Kingdom, Germany, Denmark, and Belgium.
- 5. US Patent Application No. 60/397,664
- 6. US Patent Application No. 61/640,567
- 7. US Patent Application No. 13/758,987
- 8. International Application PCT/US 13/38892
- 9. International Application PCT/US 03/22366

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#### EXHIBIT B

#### PATENT ASSIGNMENT

This Patent Assignment, dated as of the last signature below, ("Effective Date"), is made and entered into by and between Enamelite, LLC, a Tennessee limited liability company ("Assignor") and Mycone Dental Supply Co., Inc., a New York corporation ("Assignee") pursuant to an Assignment Agreement by and between the same parties.

WHEREAS, ASSIGNOR owns and has the right to assign all rights, title and interest in and to the Patents (set forth in attached Schedule 1); and

WHEREAS, ASSIGNOR desires to assign all rights, title and interests in and to the Patents, and ASSIGNEE desires to obtain such rights,

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Assignment and License Agreement between the parties, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ASSIGNOR does hereby, assign and transfer to ASSIGNEE, his successors, assigns and other legal representatives, all outstanding right, title and interest, worldwide, in and to the Patents, together with any and all reissues, reexaminations, statutory invention registrations, modifications and extensions thereof, and all of the inventions included in the foregoing, and including all rights to claim priority, all of the foregoing to be held and enjoyed by ASSIGNEE for his own use and for the use of his successors, assigns or other legal representatives, together with all of the income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all claims for damages by reason of past, present and future infringement of the rights assigned hereunder with the right to sue for and collect the same for his own use and benefit, and for the use and benefit of his successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this transfer to ASSIGNEE had not been made.

[signature page follows]

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# [SIGNATURE PAGE TO PATENT ASSIGNMENT]

IN WITNESS WHEREOF, this Assignment is duly executed as dated below.

sy Janus D. Cense

Name: James D. Amos Title: Chief Manager

Enamelite, LLC, Assignor

Mycone Dental Supply Co., Inc., Assignee

By

Name: Cary B. Robinson Title: President

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# [SIGNATURE PAGE TO PATENT ASSIGNMENT]

IN WITNESS WHEREOF, this Assignment is duly executed as dated below.

Enamelite, LLC, Assignor

Ву\_\_\_\_

Name: James D. Amos

Title: Chief Manager

Mycone Dental Supply Co,, Inc), Assignee

Name: Cary B. Robinson

Title: President

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# Schedule 1

#### **Patents**

- 1. U.S. Patent No. 7,018,465, to Enamelite, LLC, titled "Aerosolized ceramic porcelains and glaze composition," issued March 28, 2006.
- 2. U.S. Patent No. 8,529,257, to Enamelite, LLC, titled "Aerosolized ceramic porcelains and glaze composition," issued September 10, 2013.
- 3. Canada Patent No. 2,495,754, to Enamelite, LLC, titled "Aerosolized ceramic porcelains and glaze composition," issued September 11, 2012.
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- 5. US Patent Application No. 60/397,664
- 6. US Patent Application No. 61/640,567
- 7. US Patent Application No. 13/758,987
- International Application PCT/US 13/38892
- 9. International Application PCT/US 03/22366

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