

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4582530

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
HEALTHDENT TECHNOLOGY INTERNATIONAL, INC.	08/11/2017
RECEIVING PARTY DATA	
Name:	TULSA DENTAL PRODUCTS LLC
Street Address:	5100 EAST SKELLY DRIVE, SUITE 300
City:	TULSA
State/Country:	OKLAHOMA
Postal Code:	74135
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	14945374
Patent Number:	9192545
Application Number:	14181621
Application Number:	14187215
Application Number:	15201383
Application Number:	14445013
Application Number:	62393029
Application Number:	62393030
Application Number:	62377508
CORRESPONDENCE DATA	
Fax Number:	(717)849-4360
<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:	717-849-4461
Email:	cathy.meyer@dentsplysirona.com
Correspondent Name:	DENTSPLY SIRONA INC.
Address Line 1:	221 W. PHILADELPHIA STREET, SUITE 60W.
Address Line 2:	DAVID ZDURNE
Address Line 4:	YORK, PENNSYLVANIA 17401
NAME OF SUBMITTER:	DAVID ZDURNE REG. NO.: 58630
SIGNATURE:	/david a zdurne/

PATENT

DATE SIGNED:	09/07/2017
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Total Attachments: 9

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EXHIBIT A. PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (“**Patent Assignment**”), dated as of August 31, 2017, is made by Healthdent Technology International, Inc., a California corporation (hereinafter called “**Seller**”), in favor of Tulsa Dental Products LLC, a Delaware limited liability company (hereinafter called the “**Buyer**”), the Buyer of certain assets pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of August 11, 2017 (the “**Purchase Agreement**”).

WITNESSETH

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title, and interest in and to the following (the “**Assigned Patents**”):

(a) the patents and patent applications set forth in **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing patents and patent applications of **Schedule 1** provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing patents and patent applications of **Schedule 1**; and

(d) any and all claims and causes of action with respect to any of the foregoing patents and patent applications of **Schedule 1**, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary for Buyer to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

3. License Back. Buyer grants Seller and its affiliates a limited royalty-free license to use the Patents solely for the purpose of manufacturing goods on Buyer's behalf and providing consultative services to Buyer, in accordance with Buyer's explicit directions and specifications.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same

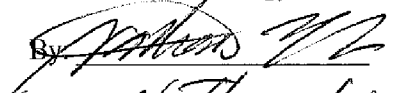
agreement. A signed copy of this Patent Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Patent Assignment.

6. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, each Seller and Buyer have duly executed and delivered this Patent Assignment as of the date first above written.

Healthdent Technology International, Inc.

By: 
Name: Nathan Li
Title: President

AGREED TO AND ACCEPTED:

Tulsa Dental Products LLC

By: _____
Name: Kurt Van Hofwegen
Title: President

A-3

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Healthdent Technology International, Inc.

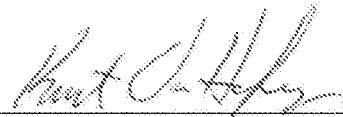
By: _____

Name: _____

Title: _____

AGREED TO AND ACCEPTED:

Tulsa Dental Products LLC

By: 

Name: Kurt Van Hofwegen

Title: President

SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS

	Topic/Title	Country	Owner	Application Number	Filing Date	Patent Number	Patent Date	Status
1309/202-CA	Dental Root Canal Filling Material Having Improved Thermal Conductive Characteristics	CA	Healthdent Technology International Inc.	2,912,677	05/21/2013			Pending
1309/202-EP	Dental Root Canal Filling Material Having Improved Thermal Conductive Characteristics	EP	Healthdent Technology International Inc.	13734533.6	11/27/2014			Pending
1309/202B	Dental Root Canal Filling Material Having Improved Thermal Conductive Characteristics	US	Healthdent Technology International Inc.	13/899,561	05/21/2013	9,192,545	11/24/2015	Issued
1309/202C	Dental Root Canal Filling Material Having Improved Thermal Conductive Characteristics	US	Healthdent Technology International Inc.	14/945,374	11/18/2015			Pending

	Topic/Title	Country	Owner	Application Number	Filing Date	Patent Number	Patent Date	Status
1309/203-CA	Molded Dental Root Canal Filling Points/Cones & Process of Making Same	CA	Healthdent Technology International Inc.	2,939,358	02/14/2014			Pending
1309/203-EP	Molded Dental Root Canal Filling Points/Cones & Process of Making Same	EP	Healthdent Technology International Inc.	14751896.3	09/01/2015			Pending
1309/203A	Molded Dental Root Canal Filling Points/Cones & Process of Making Same	US	Healthdent Technology International Inc.	14/181,621	02/14/2014			Pending
1309/204-CA	Multi-Taper Dental Root Canal Filling Points/Cones & Process of Making Same	CA	Healthdent Technology International Inc.	2,939,359	02/21/2014			Pending
1309/204-EP	Multi-Taper Dental Root Canal Filling Points/Cones & Process of Making Same	EP	Healthdent Technology International Inc.	14711629.7	09/01/2015			Pending

	Topic/Title	Country	Owner	Application Number	Filing Date	Patent Number	Patent Date	Status
1309/204B	Multi-Taper Dental Root Canal Filling Points/Cones & Process of Making Same	US	Healthdent Technology International Inc.	14/187,215	02/21/2014			Pending
1309/205-PCT	Sterilizable Dental Root Canal Filling Points Composition, Points/Cones Made of Same, & Process of Sterilizing Same	PCT	Healthdent Technology International Inc.	PCT/US16/40885	07/01/2016			Pending
1309/205D	Sterilizable Dental Root Canal Filling Points Composition, Points/Cones Made of Same, & Process of Sterilizing Same	US	Healthdent Technology International Inc.	15/201,383	07/01/2016			Pending
1309/206A	Dental Root Canal Filling Material Cartridge Having Built-in Heating Mechanism for Softening the Material	US	Healthdent Technology International Inc.	14/445,013	07/28/2014			Pending
1309/207C	Dental Root Canal Filling Material Extruder with Self-Heating Cartridge Built-In Heating & Auto Detecting Mechanism	US	Healthdent Technology International Inc.	62/393,029	09/11/2016			Pending

	Topic/Title	Country	Owner	Application Number	Filing Date	Patent Number	Patent Date	Status
1309/207D	Dental Root Canal Filling Material Syringe & Single Use Cartridge Based Delivery System with Inductive Heating	US	Healthdent Technology International Inc.	62/393,030	09/11/2016			Pending
1309/209B	Carrier Based Dental Root Canal Obturator	US	Healthdent Technology International Inc.	62/377,508	08/19/2016			Pending
1309/202-PCT	Dental Root Canal Filling Material Having Improved Thermal Conductive Characteristics	PCT	[Healthdent Technology International Inc.]	PCT/US13/42120	05/21/2013			
1309/203-PCT	Molded Dental Root Canal Filling Points/Cones & Process of Making Same	PCT	[Healthdent Technology International Inc.]	PCT/US14/16631	02/14/2014			
1309/204-PCT	Multi-Taper Dental Root Canal Filling Points/Cones & Process of Making Same	PCT	[Healthdent Technology International Inc.]	PCT/US14/17852	02/21/2014			

Topic/Title	Country	Owner	Application Number	Filing Date	Patent Number	Patent Date	Status
Dental Root Canal Filling Material Cartridge Having Built-in Heating Mechanism for Softening the Material	PCT	[Healthdent Technology International Inc.]	PCT/US14/48516	07/28/2014			
Dental Root Canal Filling Material Cartridge Having Built-in Heating Mechanism for Softening the Material	CA	[Healthdent Technology International Inc.]	2,956,068	07/28/2014			