505035649 08/03/2018

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5082400

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT			
CONVEYING PARTY	DATA					
	Execution Date					
GLASSPAN, INC.	04/27/2018					
JOHNATHAN SCHAR	04/27/2018					
JANET SCHARF			04/27/2018			
RECEIVING PARTY	ΟΑΤΑ					
Name:						
Street Address:		JGG PARKWAY				
City:	GREEN	VILLE				
State/Country:		NORTH CAROLINA				
Postal Code:	27834					
PROPERTY NUMBER	RS Total: 4					
Property Type		Number				
Patent Number:	5	5098304				
Patent Number: 5066		5066361				
Patent Number: 5425		5425640				
Patent Number: 5816		5816816				
	(I be sent to	252)672-5477 the e-mail address first; if that is uns ; if that is unsuccessful, it will be ser				
Phone:	•	252-672-5400				
Email:	•	patents@wardandsmith.com				
Correspondent Name		WARD AND SMITH, P.A.				
Address Line 1:						
Address Line 2: Address Line 4:	Address Line 2:POST OFFICE BOX 867Address Line 4:NEW BERN, NORTH CAROLINA 28563-0867					
	•					
ATTORNEY DOCKET		820825-00093				
ATTORNEY DOCKET NAME OF SUBMITTER	NUMBER:	820825-00093 RYAN K. SIMMONS				
	NUMBER:					

Total Attachments: 4	
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement ("Patent Assignment"), dated as of the 30th day of April, 2018, is made by GLASSPAN, INC. ("Seller"), a Pennsylvania corporation with its principal office and place of business in Exton, Pennsylvania; JOHNATHAN SCHARF, individual and resident of Glenmoore, Chester County, Pennsylvania ("Inventor"); and JANET SCHARF, individual and resident of Glenmoore, Chester County, Pennsylvania ("Shareholder" and together with Seller and Inventor, the "Assignors"); in favor of PRACTICON, INC., a North Carolina corporation with its principal office and place of business in Greenville, Pitt County, North Carolina ("Assignee"), the purchaser of certain assets of the Assignors pursuant to that certain Asset Purchase Agreement, dated on or about even date herewith (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, the Assignors have conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of the Assignors, and the Assignors have agreed to execute and deliver this Patent Assignment, which may be recorded with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **ASSIGNMENT.** The Assignors hereby irrevocably convey, transfer, and assign to Assignee, and Assignee hereby accepts, all of the Assignors' respective rights, title, and interests in and to the following (the "Assigned Patents"):

(a) the patents set forth in <u>Schedule A</u> 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 the Assignors, individually or collectively, accruing under any of the foregoing 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; and

(d) any and all claims and causes of action in favor of the Assignors, individually or collectively, with respect to any of the foregoing, 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**. The Assignors, individually and collectively, hereby authorize the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable

PATENT REEL: 046551 FRAME: 0788

jurisdictions to record and register this Patent Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, the Assignors shall use commercially reasonable efforts to take such steps and actions, and provide such cooperation and assistance to Assignee 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 to effect, evidence, or perfect the assignment of the Assigned Patents to Assignee, or any assignee or successor thereto.

3. **TERMS OF THE ASSET PURCHASE AGREEMENT.** The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Asset Purchase Agreement. The terms of the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. **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.

5. **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.

6. **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 Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

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PATENT REEL: 046551 FRAME: 0789

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

	City/County of Chester
	Commonwealth of Pennsylvania
	The foregoing instrument was acknowledged before me
	this 27 day of April , 2018
	by Jonathan + Janet Scharf (only)
¢	Shitch & Higher Notary Public
_	My commission expires 00,-30 -19

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL

GRETCHEN L. HUGHES, Nolary Public Pottstown Borough, Montgomery County My Commission Expires January 30, 2019

ASSIGNORS: Jonathan Scharf red Sc Janet Scharf

GLASSPAN, INC.

ND Achark Vresident By: Name: Janet Sonart Title: President

ASSIGNEE:

PRACTICON, INC.

Name: R. Scott Griffin

Title: President

By:

ND: 4831-7345-3149, v. 2

SCHEDULE A

Title	Application No.	Date Filed	Patent No.	Date Issued	Status
Dental materials and process utilizing etched silanated glass fiber	07/524,242	05-15-1990	US 5,098,304 AU 674827 B2 CA 2122354 A1 EP 0610187 A4* JP H07501713 A WO 9308760 A1	03-24-1992	Expired *Withdrawn
Method and product for improved glass fiber reinforced and filled thermoplastic and thermosetting resin systems	07/524,402	05-15-1990	US 5,066,361	11-19-1991	Expired
Method and product for improved ceramic fiber reinforced and filled thermoplastic and thermosetting resin systems	07/965,686	10-22-1992	US 5,425,640	06-20-1995	Expired
Method of producing fiber reinforced dental post and resulting dental post	08/819,616	03-17-1997	US 5,816,816	10-06-1998	Expired

ASSIGNED PATENTS

PATENT REEL: 046551 FRAME: 0791