

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Getinge/Castle, Inc.	MDT Corporation	04/01/1997	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Dental Components, Inc.		
<b>Street Address:</b>	305 North Springbrook Road		
<b>City:</b>	Newberg		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97132		
<b>Entity Type:</b>	CORPORATION: OREGON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2156153		
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(801)531-9168		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(801) 531-1922		
Email:	blcrockett@traskbritt.com		
Correspondent Name:	Bretton L. Crockett		
Address Line 1:	230 South 500 East, Suite 300		
Address Line 4:	Salt Lake City, UTAH 84102		
<b>NAME OF SUBMITTER:</b>	Bretton L. Crockett		
<b>Signature:</b>	/Bretton L. Crockett/		
<b>Date:</b>	12/20/2004		

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Total Attachments: 23  
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## ASSET PURCHASE AGREEMENT

DATED : April 1, 1997

SELLER : GETINGE/CASTLE, INC.  
7371 Spartan Blvd. East (29418)  
P.O. Box 40488  
North Charleston, SC 29423

BUYER : DENTAL COMPONENTS, INC.  
305 N. Springbrook Road  
P.O. Box 228  
Newberg, Oregon 97132

### RECITALS:

A. Seller owns and operates a business in North Charleston, South Carolina, which engages in the manufacture, sales, marketing and distribution of surgical products and dental equipment and components thereof.

B. Buyer desires to acquire substantially all of the assets used or useful in the operation of Seller's dental equipment business in North Charleston, South Carolina, as more particularly described in Section 2 ("Seller's Business"), and Seller desires to sell such assets to Buyer. The parties recognize, however, that some of the Assets (defined below) are not located in North Charleston, South Carolina, but nevertheless, are intended to be included in the Assets sold pursuant to this Agreement.

C. As used in this Agreement, the phrase "Effective Date" means April 1, 1997. As used in this Agreement, the phrase "Shipment Date" means that date on which the Assets are shipped from Seller to Buyer as more particularly described in Section 9.3. As used in this Agreement, the phrase "Transfer Date" means that date subsequent to the Shipment Date on which Buyer pays the balance of the Purchase Price and Seller executes and delivers a Bill of Sale and forms of Assignment with respect to the Assets as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. AGREEMENT TO SELL AND PURCHASE. Subject to the terms and conditions herein set forth, Seller hereby agrees to sell and Buyer agrees to purchase certain assets of Seller, as described in Section 2 herein.

2. **ASSETS SOLD.** The following constitute the assets sold pursuant to this Agreement (all of which are collectively referred to herein as the "Assets"):

2.1 **Products.** All dental chairs, units, lights, equipment, vacuum systems and compressors, and all other dental products, components and accessories relating to Seller's Business, including those listed on Exhibit 2.1 attached hereto and incorporated herein by this reference (the "Products"), but specifically excluding Seller's x-ray machines.

2.2 **Equipment.** All tools, jigs, fixtures and manufacturing equipment used in connection with the assembly or manufacture of the Products or in connection with Seller's Business, including those described in Exhibit 2.2 attached hereto and incorporated herein by this reference (the "Equipment").

2.3 **Inventory.** All raw materials, work in process and inventory of Seller's Business as the same exists on the Effective Date (the "Inventory"). A physical inspection and count of the Inventory shall be conducted on the Shipment Date, the results of which shall be set forth in Exhibit 2.3 attached hereto and incorporated herein by this reference.

2.4 **Product Rights.** All trademarks, service marks, trade names, patents and federally or state registered copyrights described in Exhibit 2.4 attached hereto and incorporated herein by this reference, and all technology and intellectual property rights with respect to the Products and all other assets described in this section, including, without limitation, proprietary information, product names, inventions, trade secrets, confidential information, designs, castings, molds, patterns, drawings, blueprints, plans, specifications, historical documents and archives, and all other rights, writings and information in any way associated with the Products or other assets described in this section (the "Product Rights").

2.5 **Contracts.** All rights under contracts, customer orders, licenses, and contracts with customers related to Seller's Business, as more particularly described in Exhibit 2.5, which Exhibit shall be prepared by Seller and delivered to Buyer as of the Shipment Date and subject to Buyer's reasonable approval.

2.6 **Business Records.** All files, correspondence, invoices, business records, including all supplier and customer lists, relating to Seller's Business.

2.7 **Telephone Number and Referrals.** Because Seller's telephone number used in connection with Seller's Business is also the telephone number for other business activities of Seller, the assets of which are not sold pursuant to this Agreement, it is impractical for Seller to transfer or assign its telephone number to Buyer. However, in lieu thereof, Seller agrees that, in cooperation with Buyer, it will arrange a call forwarding to a telephone number in Oregon determined by Buyer, and that all inquiries to Seller with respect to any of the Assets or relating to warranty work as described in Section 9.6 received after shipment of the Assets to Buyer, will be transferred to Buyer's forwarded telephone number. Seller agrees to instruct all of its employees who might receive inquiries with

respect to the Assets or warranty work within the scope of Section 9.6 of Seller's obligations under this section. The Assets referred to in Sections 2.4 through 2.7 are sometimes referred to herein as the "Intangible Assets."

2.8 Excluded Assets. Seller is retaining all of its assets except only for those described in Sections 2.1 through 2.7, which are the subject of the sale contemplated by this Agreement. The excluded assets shall include, without limitation, Seller's cash, x-ray machines and related technology, investments, securities, accounts receivable, corporate and operating names and all other assets associated with all of Seller's businesses and activities other than the business defined above as Seller's Business.

3. LIABILITIES. Except as provided in this section, Buyer is not assuming any liabilities of Seller. Buyer will assume and perform the following obligations.

3.1 Obligations under acquired contracts, customer orders, licenses and other obligations listed in Exhibit 2.5 which are to be paid or performed in, and which apply to, the period after the Transfer Date;

3.2 All product liability matters and claims relating to the Products and Inventory sold on or subsequent to the Effective Date;

3.3 All liabilities arising out of or resulting from the operation of Buyer's business relating to the Assets subsequent to the Transfer Date; and

3.4 All obligations under product warranties as set forth in Section 9.6.

4. PURCHASE PRICE. The entire consideration for the sale and purchase of the Assets shall be the sum of \$500,000.00 ("Purchase Price"), subject to possible adjustment as provided herein. The Purchase Price has been agreed to based upon certain levels of Inventory as described in Exhibit 4 attached hereto and incorporated herein by this reference. As set forth in further detail in Section 9.3, any sales of Inventory by Seller on or after the Effective Date, and before the Transfer Date shall be for the account of Buyer, and all accounts receivable generated thereby shall belong to Buyer. The actual Inventory consisting of the raw materials and finished goods shipped to Buyer is sometimes referred to herein as the "Shipped Inventory." If at the time of the shipment of the Assets to Buyer, the value of the Shipped Inventory, plus the accounts receivable resulting from sales of Inventory by Seller or Buyer on or after the Effective Date, and prior to the Transfer Date (the "New Accounts Receivable"), is greater than or equal to 90% of the value of the Inventory as set forth in Section 4, there shall be no adjustment to the Purchase Price. If, however, the value of the Shipped Inventory, plus the New Accounts Receivable, is less than 90% of the value of the Inventory as set forth in Exhibit 4, the Purchase Price shall be reduced by the amount by which the Shipped Inventory plus the New Accounts Receivable are more than 10% less than the value of the Inventory set forth in Exhibit 4. For purposes of the valuation of the Inventory in Exhibit 4 and for purposes of determining

the value of the Shipped Inventory, the Inventory has been and will be valued at Seller's hard cost, not to include, however, any of Seller's labor, overhead or other burden expenses (collectively, "Burden") which are or may be associated with said Inventory. Further, none of the other Assets being sold pursuant to this Agreement, including, without limitation, consignment, sample and demo Inventory of an approximate book value of \$125,000.00, Equipment, tooling, Product Rights and Intangible Assets, shall be considered in determining whether there is a Purchase Price adjustment.

5. **ALLOCATION OF PURCHASE PRICE.** The Purchase Price shall be allocated among the Assets bought and sold hereunder as set forth in Exhibit 5 attached hereto and incorporated herein by this reference. If there is an adjustment to the Purchase Price pursuant to Section 4, the allocation shall be proportionately adjusted to reflect any such adjustments.

6. **PAYMENT OF PURCHASE PRICE.** Buyer shall, within seven (7) days of the Effective Date, pay to Seller in certified funds or by wire transfer to an account designated by Seller the sum of \$100,000.00. The remaining balance of the Purchase Price in the sum of \$400,000.00, subject to adjustment, if any, pursuant to Section 4, shall be paid to Seller in like manner within seven (7) days of the date of shipment of the Assets by Seller to Buyer. No interest shall accrue with respect to the balance due as described in this section, except in the event of default by Buyer, in which event interest shall accrue as provided in this Agreement.

7. **REPRESENTATIONS AND WARRANTIES OF SELLER.** Seller represents and warrants to Buyer that:

7.1 **Organization and Good Standing.** Seller has been duly incorporated and is validly existing under the laws of the State of Delaware and has all requisite corporate power and authority to own the Assets and carry on Seller's Business as now conducted.

7.2 **Corporate Authority.** The officers of Seller executing this Agreement have proper authority for the execution and delivery by Seller of this Agreement and the consummation of the transactions contemplated hereby.

7.3 **Valid and Binding Obligation.** The sale of the Assets pursuant to this Agreement has been approved by the board of directors and/or shareholders of Seller as may be required, and Seller has the corporate power and authority to execute and deliver this Agreement, has validly executed and delivered this Agreement and it is binding and enforceable against Seller in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors rights generally and by principles of equity.

7.4 Title to Assets. Except as provided in Exhibit 7.4, Seller has good and marketable title to, and has the right to sell and is selling the Assets, free and clear of all liens, security interests or other encumbrances.

7.5 Brokers and Finders. Seller has not employed any broker, finder or agent, or dealt with anyone purporting to act in such capacity, or agreed to pay any brokerage fee, finder's fee or commission with respect to the transactions contemplated by this Agreement.

7.6 Condition of the Assets. To the best of Seller's knowledge, the Equipment is in reasonable operating condition, and the Inventory is in good, undamaged condition.

7.7 No Conflicts. The execution and delivery of this Agreement by the Seller and the consummation of the transactions contemplated hereby will not (i) require any third-party consent or approval, governmental or otherwise, material to the consummation of the sale of the Assets; (ii) conflict with, or result in any breach or violation by Seller of, or constitute a default by Seller under Seller's Articles of Incorporation, Bylaws or any material agreement or instrument to which Seller is a party or by which it is bound; or (iii) violate or conflict with any statute, law, ordinance, regulation or other requirement applicable to Seller.

7.8 Financial Information. Seller will provide all necessary information upon which it relied in determining the value of the Inventory as set forth in Exhibit 4 and upon which the parties need to rely in determining the value of the Shipped Inventory, and all of such information is correct, accurate and complete in all material respects.

7.9 Legal and Governmental Proceedings and Judgments. There is no legal or governmental action, proceeding, arbitration, complaint, charge, cause of action, investigation or controversy pending or, to the knowledge of Seller, threatened in writing, against, affecting or relating to Seller's Business or the Assets.

7.10 No Undisclosed Liabilities. Except as disclosed in this Agreement or the Exhibits hereto, there is no liability or obligation of any nature, whether absolute, accrued, contingent or otherwise, that might have a material adverse effect on Seller's ability to perform its obligations hereunder, that would create any liability or obligation that would prevent Seller from shipment of the Assets to Buyer, or that might have a material adverse effect on Buyer's ownership, use or enjoyment of the Assets.

7.11 Taxes. Seller has timely filed or will timely file with the appropriate governmental agencies all tax returns, information returns and reports required to have been filed with respect to all periods ending on or before the Transfer Date. Seller has paid, or will pay, in full, all taxes, interest, penalties, assessments, deficiencies and other charges ("Taxes"), the non-payment of which could result in the imposition of Taxes on

Buyer or the imposition of a lien on or in any of the Assets or Seller's Business, or that could otherwise result in a risk of forfeiture of any of the Assets.

**7.12 Contracts or Other Obligations.** Except for those agreements and contracts described in Exhibit 7.12, Seller has no material, personal property leases, contracts or any other form of agreement, commitment, covenant or obligation of any kind, nature or description related to Seller's Business or the Assets or use thereof.

**7.13 Labor and Employment Agreements.** Neither Seller's Business nor any of the employees of Seller's Business are subject to a collective bargaining agreement, and Seller has no employment agreements with any of its employees which are not terminable at will. Buyer has no obligation to hire any of Seller's employees.

**7.14 Right of First Refusal.** No person, partnership, corporation, firm or any other form of entity has a right of first refusal or any other claim with respect to the Assets.

**7.15 Assets.** To the best knowledge of Seller, the Assets described in Section 2 herein sets forth a complete and accurate list of all assets owned, leased, or rented by Seller or licensed to Seller for use in Seller's Business, and includes all property required for use in the conduct of Seller's Business as presently conducted, except for the x-ray machines.

**7.16 Environmental Laws and Regulations.** Except as set forth in Exhibit 7.16, to the best of Seller's knowledge, Seller's Business and the conduct thereof, and the Assets and the use thereof, have at all times been and will on the Transfer Date be in compliance with all applicable federal, state and local laws, statutes, ordinances, regulations, standards, governmental policies, permits, approvals and authorizations pertaining to environmental conditions or matters, air quality, water quality, solid waste hazardous waste, hazardous materials, worker right to know, community right to know, Hazardous Material communication, toxic substances, radioactive materials, or explosive materials ("Environmental Laws"). Except as set forth in Exhibit 7.16, Seller has not received any notice, summons, citation, directive, writing, order, claim, pleading, investigation, letter or any other written communication from the United States Environmental Protection Agency or any other federal, state or local agency or authority, or any other entity or any individual, concerning any act or omission relating to Seller's Business or the Assets which has resulted or which may result in the release of any Hazardous Material or any other violation or alleged violation of any Environmental Law, and shall expressly include, but shall not be limited to, any such communication or actions under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et. seq.* (CERCLA), except for such noncompliance that would not have a material adverse effect on Seller's Business or Buyer's ownership, use or enjoyment of the Assets. For purposes of this section, "Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oil, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals,



hazardous waste, hazardous substances, toxic substances, toxic chemicals, radioactive materials, medical waste, biomedical waste, infectious materials, and including, but not limited to, any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

7.17 Claims; Warranty. Seller provides a warranty with a duration of twelve (12) months in connection with its sale of Inventory. Except as set forth in the Exhibit 7.17, there are no outstanding warranty claims with respect to the Products or Inventory .

7.18 Applicability of Representations and Warranties. Except for any representations or warranties set forth herein which are made as of a particular date or with respect to a particular period of time, all of the representations and warranties set forth in this Section 7 shall be true and correct as of the Effective Date, Shipment Date and Transfer Date.

8. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller that:

8.1 Organization and Good Standing. Buyer has been duly organized as a corporation, and is validly existing under the laws of the State of Oregon, and has all requisite power and authority to own its properties and assets and carry on its business as now conducted, and as contemplated subsequent to the Effective Date.

8.2 Authority. The officer of Buyer executing this Agreement has proper authority for the execution and delivery by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

8.3 Valid and Binding Obligation. Buyer has the corporate power and authority to execute and deliver this Agreement, has validly executed and delivered this Agreement and it is binding and enforceable against Buyer in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors rights generally and by principles of equity..

8.4 No Conflicts. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not (i) require any third-party consent or approval, governmental or otherwise; (ii) conflict with, or result in any breach or violation by Buyer of any material agreement or instrument to which Buyer is a party or by which Buyer is bound; or (iii) violate, or conflict with, any statute, law, ordinance, regulation or other requirement applicable to Buyer.

8.5 Brokers and Finders. Buyer has not employed any broker, finder or agent, or dealt with anyone purporting to act in such capacity, or agreed to pay any brokerage fee, finder's fee or commission with respect to the transactions contemplated by this Agreement.

**8.6 Applicability of Representations and Warranties.** Except for any representations or warranties set forth herein which are made as of a particular date or with respect to a particular period of time, all of the representations and warranties set forth in this Section 8 shall be true and correct as of the Effective Date, Shipment Date and Transfer Date.

**9. COVENANTS.** Seller and Buyer covenant and agree to perform and observe the following covenants:

**9.1 Access to Premises and Information.** At reasonable times on or after the Effective Date and prior to the delivery of all of the Assets to Buyer, Seller will provide Buyer and its representatives with reasonable access during business hours to Seller's Business, the Assets and the books, records and information relating to Seller's Business and the Assets, and shall furnish such additional information concerning Seller's Business and the Assets as Buyer from time to time may reasonably request.

**9.2 Advice of Claims.** From the date of this Agreement and prior to the delivery of the Assets to Buyer, Seller will promptly advise Buyer in writing of the commencement or threat of any claims, litigation or proceedings against or affecting Seller's Business or the Assets, or with respect to any other event which creates the reasonable possibility of or is likely to give rise to a claim. Seller will promptly notify Buyer with respect to any warranty work requested after the Effective Date for which Buyer has any responsibility pursuant to Section 9.6.

**9.3 Transition Matters.** As of the Effective Date, it is not anticipated that Buyer will be prepared to accept physical delivery of the Assets. Buyer shall be prepared to accept physical delivery of the Assets, and to arrange for their shipment from Seller's facility in North Charleston, South Carolina, to Buyer's facility in Oregon, which shipment shall occur not sooner than May 1, 1997, and not later than May 8, 1997. Buyer shall be responsible for the cost of such shipment. If any of the Assets are not at Seller's place of business in North Charleston, South Carolina, Seller shall fully cooperate with Buyer in arranging for and facilitating the release of and shipment by any third party having physical possession of any of the Assets to Buyer's place of business in Newberg, Oregon, as soon as practicable subsequent to the Effective Date, with Buyer incurring the shipping costs, but not later than May 8, 1997, unless otherwise agreed by the parties. On and after the Effective Date and until the Assets are shipped to Buyer, Seller will continue selling Inventory in the ordinary course of business in response to customer requests and inquiries and pursuant to sales generated by Seller's sales force. Seller shall promptly provide to Buyer copies of any and all documentation related to the sale of Inventory by Seller or its representatives on or after the Effective Date. Further, if Seller or any of its representatives have inquiries or leads with respect to the sale of Inventory on or after the Effective Date, and are unable to consummate a sale, Seller shall cause such inquiries and leads to be promptly directed to Buyer to enable Buyer to follow up and attempt to close a sale. Buyer shall also have the right to conduct sales activity with respect to the Inventory

on and after the Effective Date, and may arrange for shipment of sold Inventory directly from Seller's manufacturing facility to Buyer's customers, prior to shipment of the Assets to Buyer. All accounts receivable generated by sales of Inventory on or after the Effective Date, whether those sales are made by Seller, its sales force, whether independent contractors or employees, or by Buyer or its agents, shall belong solely to Buyer.

**9.4 Fees and Expenses.** Each party shall be solely responsible for all costs and expenses incurred by such party in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except as expressly provided otherwise in this Agreement.

**9.5 Confidentiality.** As of the Effective Date, the Confidentiality Agreement executed by the parties dated on or about January 8, 1997, shall be deemed superseded by this Agreement, and shall be of no further force or effect, subject, however, to Buyer's acquisition of the Assets and particularly, the Product Rights and Intangible Assets acquired by Buyer from Seller pursuant to this Agreement, and Seller's common law, statutory and contractual obligations set forth herein with respect to such Assets and rights transferred to Buyer. On and subsequent to the Effective Date and for an indefinite period thereafter, Seller shall not disclose to any other person or entity or use for its own benefit any of the technology, trade secrets, confidential information, Intangible Assets or other Product Rights or Assets sold hereunder.

**9.6 Support and Warranty Work.** On and subsequent to the Effective Date, Buyer shall provide all necessary support and perform all warranty work at Buyer's expense with respect to (i) Inventory sold on or subsequent to the Effective Date; and (ii) with respect to inventory related to the Products which were sold by Seller prior to the Effective Date. Buyer shall be solely responsible for such cost. For a period of six (6) months subsequent to the Effective Date, Seller agrees to provide Buyer with training and technical support with respect to the Assets, and shall retain Gary Senz and make him available to Buyer for such purposes for at least thirty (30) days after the date of shipment of the Assets to Buyer. Such training and technical support shall be provided at Seller's actual cost thereof.

**9.7 Additional Production.** Seller agrees to manufacture, produce and ship the following materials to Buyer for the prices and on or before the shipping dates listed below:

<u>Quantity</u>	<u>Item</u>	<u>Price</u>	<u>Shipping Date</u>
50	#2012 light assembly with arm	\$4,700	4/30/97
250	#310588 light head assembly	\$20,800	5/31/97
30	Unit PMU with control head	\$10,900	4/30/97

The price for the above-listed items is due within ten (10) days of Buyer's receipt of the respective shipment.

**9.8 Further Assurances.** Subsequent to the Closing and without any additional consideration, each party shall from time to time at the request of the other party execute and deliver such additional documents, instruments, endorsements and agreements and shall perform any and all further acts as shall be reasonably necessary or desirable to carry out all of the terms and conditions of this Agreement.

**10. CLOSING.** This Agreement shall be closed at such physical location or by facsimile and/or mail as the parties shall mutually agree. In consummation of the closing, the parties, among other things, shall do the following at the dates indicated:

**10.1 Payment by Buyer.** Buyer shall pay to Seller the sums in the manner and on or before the dates as specified in Section 6.

**10.2 Transfer of Title.** Seller shall transfer to Buyer, by Bill of Sale and/or by Assignment, all of the Assets being sold pursuant to this Agreement, with such transfer of title to occur upon Seller's receipt of the entirety of the Purchase Price specified in Section 4 and paid as specified in Section 6 herein. The forms of Bill of Sale and Assignment shall be subject to the approval of counsel for the parties.

**10.3 Possession.** Seller shall deliver physical possession of the Assets to Buyer as specified in Section 9.3 herein. The delivery of the Assets to Buyer shall be at Seller's place of business in North Charleston, South Carolina, except as otherwise provided in this Agreement.

**10.4 Miscellaneous.** The parties shall do all other things at and subsequent to the Closing reasonably necessary to consummate and effectuate this Agreement.

## **11. INDEMNIFICATION AND SURVIVAL.**

**11.1 Survival of Representations and Warranties.** All representations and warranties made in this Agreement shall survive the Effective Date of this Agreement.

**11.2 Indemnification by Seller.** Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including, but not limited to, interest, penalties and reasonable attorneys' fees and disbursements (collectively, "Losses"), asserted against, resulting to, imposed upon or incurred by Buyer, arising out of, by reason of or resulting from (i) any inaccuracy or breach of any of Seller's representations and warranties in any respect; (ii) any breach, noncompliance or nonfulfillment of any covenant, agreement or undertaking of Seller contained in or made pursuant to this Agreement; and (iii) any liability or obligation of Seller which is not expressly assumed by Buyer

pursuant to this Agreement; and (iv) any action taken or not taken or services rendered by Seller prior to the Effective Date relating to the Assets or the operation of Seller's Business, except only for Buyer's obligation as set forth in Section 3.

**11.3 Indemnification by Buyer.** Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against all Losses asserted against, resulting to, imposed upon or incurred by any of them by reason of or resulting from (i) any inaccuracy or breach of any of Buyer's representations and warranties in any respect; (ii) any breach, nonfulfillment or noncompliance of any covenant, agreement or undertaking of Buyer contained in or made pursuant to this Agreement; and (iii) any action taken or not taken by Buyer after the Shipment Date relating to the Assets or the operations of Buyer related to the Assets.

**11.4 Notice and Opportunity to Defend; Limitations.**

(a) Should any claim covered by the indemnification provisions of Sections 11.2 or 11.3 be asserted against a party entitled to indemnification hereunder, such party shall notify the other party as promptly as practicable and such other party shall defend the claim, and the party entitled to indemnification shall extend reasonable cooperation to the other party in connection with such defense. In the event that such other party shall fail to defend the same within a reasonable time, the party entitled to indemnification shall be entitled to assume the defense thereof, and such other party shall be liable to repay the party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments). In response to a bona fide settlement offer, the indemnifying party may settle the matter without the consent of the indemnified party, unless such settlement has an adverse effect upon the indemnified party, in which case such matters shall only be settled with the consent of the indemnified party.

(b) Notwithstanding any other provision of this Agreement, indemnification under this Agreement shall be due only to the extent of the Losses actually suffered (*i.e.*, reduced by any offsetting or related asset or service received and by any recovery from any third party, such as an insurer), plus interest on costs and fees incurred and claims paid at the rate of ten percent (10%) per annum from the date the cost or fee was incurred or claim paid. The indemnifying party shall be subrogated to all rights of the indemnified party against any third party with respect to any claim for which indemnity was paid.

**11.5 Limitations of Indemnification Rights.**

(a) Any claim for indemnification asserted by Buyer against Seller under this Agreement shall be subject to the following:

(i) Seller shall not be obligated to indemnify Buyer with respect to any claim unless and until the aggregate amount of all Losses incurred by or asserted against Buyer or asserted by Buyer against Seller exceeds \$5,000.00, whereupon Buyer may claim indemnification for the initial \$5,000.00, plus any claims which exceed said amount.

(ii) The maximum aggregate liability of Seller with respect to any and all such claims shall not exceed the Purchase Price; and

(iii) Any claim for indemnification with respect to Losses arising out of or resulting from claims under Section 11.2(i) and Section 11.2(ii) must be asserted on or prior to two (2) years from the Effective Date, except that the only time limitation for the representations and warranties set forth in the following sections shall be the applicable statute of limitations: 7.3, 7.4, 7.11 and 7.16

(b) Any claim for indemnification asserted by Seller against Buyer under this Agreement shall be subject to the following:

(i) Buyer shall not be obligated to indemnify Seller with respect to any claim unless and until the aggregate amount of all Losses incurred by or asserted against Seller or asserted by Seller against Buyer exceeds \$5,000.00; whereupon Seller may claim indemnification for the initial \$5,000.00, plus any claims which exceed said amount;

(ii) The maximum aggregate liability of Buyer with respect to any and all such claims shall not exceed the Purchase Price; and

(iii) Any claim for indemnification with respect to Losses arising out of our resulting from claims under Section 11.3(i) and Section 11.3(ii) must be asserted on or prior to two (2) years from the Effective Date.

(c) Neither party shall be liable for punitive or exemplary damages in any event.

(d) A party shall be deemed to have timely made an indemnity claim within the contractual time limitations set forth in Sections 14.5(a)(iii) and 14.5(b)(iii) if the allegedly aggrieved party has provided written notice of the indemnity claim to the other party within the contractual time limitation set forth in said sections even if such claim is not resolved within said time limitation. However, nothing set forth herein shall be construed to extend the applicable statutory statute of limitation for filing any action pursuant to this Agreement.

12. DEFAULT PROVISIONS.

12.1 Default of Buyer Defined. Buyer shall be in default of this Agreement upon the occurrence of any of the following events or conditions:

12.1.1 If Buyer shall fail to make any payment required under this Agreement within five (5) days of the due date thereof, time being of the essence of this Agreement, and if said failure should continue for more than ten (10) days after Seller has given Buyer written notice of such nonpayment.

12.1.2 Should Buyer fail to keep, observe or perform any of the other material provisions of this Agreement, and further fail to remedy said default or make substantial curative efforts with regard to said default within thirty (30) days of written notice from Seller regarding said default, and in the event of curative efforts, Buyer has failed to complete said efforts within sixty (60) days of written notice from Seller regarding said default.

12.1.3 Should Buyer file a petition in bankruptcy, be adjudicated insolvent or bankrupt, petition for the appointment of a receiver, commence any proceeding relating to it under any bankruptcy law, or if there shall be commenced against Buyer any such proceeding which shall remain undismissed for a period of ninety (90) days or more, or any order, judgment or decree approving a petition in such proceeding shall be entered.

12.2 Remedies of Seller. In the event of default, Seller shall have the following rights:

12.2.1 To declare the full, unpaid balance of the Purchase Price immediately due and payable and to sue to collect the same. In the event of the acceleration of the Purchase Price pursuant to this subsection, the Purchase Price shall accrue interest from the date of default until paid at the rate of ten percent (10%) per annum.

12.2.2 To enforce the terms of this Agreement specifically.

12.2.3 The above remedies of Seller are cumulative and Seller shall not be forced to elect among such remedies, except as required by New York law.

12.3 Default of Seller Defined. Seller shall be in default of this Agreement upon the occurrence of any of the following events or conditions:

12.3.1 If Seller shall fail to keep, observe or perform any of the material provisions of this Agreement, and further fail to remedy said default or make substantial curative efforts with regard to said default within thirty (30) days of written notice from Buyer regarding said default, and in the event of curative efforts, Seller has

failed to complete said efforts within sixty (60) days of written notice from Buyer regarding said default.

**12.3.2** Should Seller files a petition in bankruptcy, be adjudicated insolvent or bankrupt, petition for the appointment of a receiver, commence any proceeding relating to it under any bankruptcy law, or if there shall be commenced against Seller any such proceeding which shall remain undismissed for a period of ninety (90) days or more, or any order, judgment or decree approving a petition in such proceeding shall be entered.

**12.4** Remedies of Buyer. Buyer will have the right to utilize all legal and equitable rights and remedies available to Buyer under Oregon law, including but not limited to specific performance and/or damages, and Buyer shall not be forced to elect among rights and remedies, except as required by the laws of the State of Oregon.

### **13. MISCELLANEOUS PROVISIONS.**

**13.1** Professional Advice. Buyer has been legally advised and represented in this transaction by Lawrence Evans of Grenley, Rotenberg, Evans, Bragg & Bodie, P.C. Seller has been advised by Skadden, Arps, et al, attorneys at law, in connection with this Agreement.

**13.2** Assignment; Benefit. Seller and/or Buyer may assign, transfer or convey their rights or liabilities arising under this Agreement; however, the Assignment of liabilities shall not release the party making such assignment from its liabilities and obligations arising under this Agreement. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Seller and Buyer.

**13.3** Notices. All notices, requests and other communications hereunder ("Notices") shall be in writing and shall be deemed to have been duly given if delivered by hand or by facsimile to an office of the addressee or, if mailed, seventy-two (72) hours after being mailed, postage prepaid, by registered or certified mail, return receipt requested to the applicable party(ies) at their address set forth above. Copies of any Notices delivered or sent to Buyer shall also be delivered or sent to Lawrence Evans, Grenley, Rotenberg, Evans, Bragg & Bodie, P.C., Suite 2121 Floor Pacwest Center, 1211 S.W. Fifth Avenue, Portland, Oregon 97204. Copies of any Notices delivered to Seller shall also be delivered or sent to Skadden, Arps, et al, 919 Third Avenue, New York, NY 10022-3897, Attn: Michael Madigan. However, if any party shall have designated in the manner provided above a different address by notice to the others, then notice shall be to the last address so designated.

**13.4** Interpretation and Construction. The captions of the sections of this Agreement are inserted for convenience only, and shall not be deemed to constitute a part of this Agreement. Furthermore, any reference in this Agreement to "this Agreement" or



"Agreement" includes all of the Exhibits, documents and agreements, which have been attached to this Agreement and incorporated herein by reference. In construing this Agreement, and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

**13.5** Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Each party shall appoint one neutral arbitrator, who shall be an experienced attorney. The arbitrators appointed by the parties shall appoint a third neutral arbitrator, who will act as the chairman of the arbitration panel. If the parties agree that the dispute shall be determined by one arbitrator, then the appointment shall be made by the American Arbitration Association. In the event of an arbitration proceeding initiated by Seller, the place of arbitration shall be Portland, Oregon. In the event of an arbitration proceeding initiated by Buyer, the place of arbitration shall be New York, New York. Except as otherwise provided in Sections 12.2.3 and 12.4, the law of the state in which the arbitration proceeding takes place in accordance with the provisions of this section shall be the governing law for any such dispute, and this Agreement shall be construed in accordance with the laws of such state. The arbitrators shall issue a written opinion explaining the reasons for the award. The arbitrators shall award the prevailing party reasonable attorneys fees and other expenses, as well as compensation for the fees paid by the prevailing party to the arbitrators.

**13.6** Attorneys Fees. In the event the services of an attorney at law are necessary to enforce any of the terms of this Agreement or to resolve any disputes arising under this Agreement, the prevailing party shall be entitled to recover such party's costs and reasonable attorneys fees from the losing party as determined in the appropriate arbitration tribunal, trial, bankruptcy, and/or appellate court, or on a Petition for Review.

**13.7** Amendment. This Agreement may not be amended orally, but only by instrument in writing, duly executed by all parties hereto.

**13.8** Complete Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the matters provided herein and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any of the parties or by any officer, employee or representative of any party.

**13.9** Non-Waiver. Failure by any party at any time to require performance of the other of any of the provisions hereof, shall in no way affect any party's rights hereunder to enforce the same, nor shall any such waiver by either of any breach be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

13.10 Equitable Relief. The parties acknowledge that legal remedies may be inadequate to protect their interests in the event of a breach of this Agreement, including, without limitation, a violation by Seller of its covenants set forth in Section 9.5 herein, and that equitable relief, including, without limitation, injunctive relief, is authorized as an appropriate remedy for any such breach, in addition to any other available remedies. If a party desires to seek equitable relief in connection with the enforcement of this Agreement, and believes that the relief sought is not suitable for arbitration, either because outside the scope of the authority of an arbitration tribunal or due to the need of prompt relief, then a party may seek relief in the appropriate trial court in the jurisdiction where the other party has offices, and the arbitration provisions of Section 16.5 shall not apply.

13.11 Execution in Counterparts and Via Facsimile. This Agreement may be executed in any number of counterparts, all of which together shall constitute one original. This Agreement may be executed with signatures transmitted among the parties by facsimiles, and no party shall deny the validity of such party's signature, this Agreement signed and transmitted via facsimile.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

SELLER:  
GETINGE/CASTLE, INC.

BUYER:  
DENTAL COMPONENTS, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_



**13.10 Equitable Relief.** The parties acknowledge that legal remedies may be inadequate to protect their interests in the event of a breach of this Agreement, including, without limitation, a violation by Seller of its covenants set forth in Section 9.5 herein, and that equitable relief, including, without limitation, injunctive relief, is authorized as an appropriate remedy for any such breach, in addition to any other available remedies. If a party desires to seek equitable relief in connection with the enforcement of this Agreement, and believes that the relief sought is not suitable for arbitration, either because outside the scope of the authority of an arbitration tribunal or due to the need of prompt relief, then a party may seek relief in the appropriate trial court in the jurisdiction where the other party has offices, and the arbitration provisions of Section 16.5 shall not apply.

**13.11 Execution in Counterparts and Via Facsimile.** This Agreement may be executed in any number of counterparts, all of which together shall constitute one original. This Agreement may be executed with signatures transmitted among the parties by facsimile, and no party shall deny the validity of such party's signature, this Agreement signed and transmitted via facsimile.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**SELLER:**  
GETINGE/CASTLE, INC.

**BUYER:**  
DENTAL COMPONENTS, INC.

By: *Alan [Signature]*  
Title: Director of Operations

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**TRASK BRITT & ROSSA**  
**ATTORNEY CLIENT PRIVILEGE**

TBR No.	County Name	Trademark	Current Owner	Serial No.	Filing Date	Registration No.	Registration Date	Goods/Services	Comments
289	US	ROLUX LIGHT	MDT DIAGNOSTIC COMPANY	61,299	8/25/75	1,044,757	7/27/76	medical and dental operatory lighting utilizing fiber optic technology	Registration cancelled per client instructions 5/24/96
292	US	BASIC 4	MDT DIAGNOSTIC COMPANY	61,298	8/25/75	1,044,756	7/27/76	dental instrument delivery systems comprising combinations of handpiece controllers, gas and liquid supply and spray devices, junction box, instrument tray and light post	Registration cancelled per client instructions of 1/31/96
294	US	RBLAXADENT	MDT INSTRUMENT COMPANY	177,083	9/16/63	772,434	6/30/64	dental chairs and dental stools	Active Registration; Renewal Due 6/30/2004

EXHIBIT 24

TBR No.	County Name	Trademark	Current Owner	Serial No.	Filing Date	Registration No.	Registration Date	Goods/Services	Comments
308	LJS	ANALOR	MDT INSTRUMENT COMPANY	32,955	9/25/74	1,032,149	2/03/76	dental, medical and surgical appliances - namely, apparatus for administration of analgesia	Per client instruction, registration to cancel.
309	LJS	ANALOR FOUR	MDT INSTRUMENT COMPANY	294,825	01/27/81			dental, medical and surgical appliances - namely, apparatus for administration of analgesia	Abandoned Application
426	LJS	MCKESSON	MDT CORPORATION	660,046	5/11/87	1,483,237	4/05/88	dental and medical apparatus, namely apparatus for the delivery and monitoring of sedative gas and oxygen, mouth props, air compressors, operatory vacuum pumps and turbines	Registration cancelled

TBR No.	County Name	Trademark	Current Owner	Serial No.	Filing Date	Registration No.	Registration Date	Goods/Services	Comments
426	CA	MCKESSON	MDT DIAGNOSTIC COMPANY	595,994	11/23/87	363,680	11/17/89	dental and medical apparatus, namely apparatus for the delivery and monitoring of sedative gas and oxygen, mouth pieces, air compressors, operatory vacuum pumps and turbines	Active Registration; Renewal due 11/17/2004
426	CH	MCKESSON	MDT DIAGNOSTIC COMPANY	5519	8/20/87	357,851	2/19/88	dental and medical apparatus, including apparatus for delivery and monitoring of sedative gas and oxygen, mouth props, air compressors, operatory vacuum pumps and turbines	Active Registration; Renewal due 8/20/2007

TBR No.	County Name	Trademark	Current Owner	Serial No.	Filing Date	Registration No.	Registration Date	Goods/Services	Comments
426	DB	MCKESSON	MDT DIAGNOSTIC COMPANY	M 61 270/10 WZ	8/27/87	1 190 136	04/15/94	dental and medical apparatus, namely apparatus for the delivery and monitoring of sedative gas and oxygen, mouth pumps, air compressors, operatory vacuum pumps and turbines	Active Registration; Renewal due 8/27/97
426	JP	MCKESSON	MDT DIAGNOSTIC COMPANY	62-126214	11/11/87	2,206,374	1/30/90	medical instruments and all other goods belonging in this class	Active Registration; Renewal due 10/30/99

EXHIBIT 2.4



TBR No.	County Name	Trademark	Current Owner	Serial No.	Filing Date	Registration No.	Registration Date	Goods/Services	Comments
426.1	US	MCKESSON	MDT CORPORATION	157,407	08/28/96			dental and medical apparatus, namely apparatus for the delivery and monitoring of sedative gas and oxygen, mouth pieces, air compressors, operatory vacuum pumps and turbines	Pending Application
630	US	ASEPTBC	MDT CORPORATION	233,412	12/19/91	1,826,873	03/15/94	dental operatory equipment, including dental delivery systems, chairs, lights and stools	Active Registration, Section 8 affidavit due 3/15/2000; Renewal due 3/15/2004
762	US	DESERT AIR PLUS							Not Filed

REGISTRATION NO. 1198387, TMA 01/25/97

EXHIBIT 24