



10-20-1998

HEET

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To the Honorable Commissioner of Pat

100856749

hed original documents or copy thereof.

1. Name of conveying party(ies):

People Dental Service Corporation

10-9-98

- Individual(s)
- General Partnership
- Corporation-State
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: SEPTEMBER 30, 1998

2. Name and address of receiving party(ies):

Name: Union Bank of California, N.A., as Agent

Internal Address: Street Address: 100 Pringle Avenue, Suite 650 City: Walnut Creek State: CA ZIP: 94596

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other California Banking Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached? Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

1,214,461

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

(1,214,461)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:-

Name: Jeffrey Epstein, Esq.

Internal Address: Kaye, Scholer, Fierman, Hays & Handler, LLP

Street Address: 425 Park Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

R. Paul Favale, Jr.

Name of Person Signing

Signature of R. Paul Favale, Jr.

Signature

October 6, 1998

Date

Total number of pages including cover sheet, attachments, and document:

Vertical stamp: JMW/KJMS 000013 1241461

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, GENTLE DENTAL SERVICE CORPORATION, a Washington corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to Union Bank of California, N.A., as administrative agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") named in Schedule 2.01(a) of the Credit Agreement dated as of the date hereof, among the Assignor and Gentle Dental Management, Inc., a Delaware corporation (the "Guarantors"), the Lenders, The Chase Manhattan Bank, as syndication agent and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself as issuer of the Letters of Credit, and Assignor has entered into a Security Agreement and Mortgage -Trademarks and Patents dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and

grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is Union Bank of California, N.A., 100 Pringle Avenue, Suite 650, Walnut Creek, CA 94596, Attention: Nancy Perkins, Commercial Finance Division.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 30TH day of September, 1998.

GENTLE DENTAL SERVICE CORPORATION,

By Michael Thomas Fiore

Name: MICHAEL THOMAS FIORE

Title: PRESIDENT

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Dental Services	10/26/1982	1,214,461