

MAD
10-28-98

11-02-1998



100866344

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
09 - 29-1998

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
09-29-1998

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/30/1998 BNGUYEN 00000162 1775431

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FOR OFFICE USE ONLY

file ok

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 1806 FRAME: 0224

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

ALEXANDRA N. DENEVE

10/27/98

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

SIRROM CAPITAL CORPORATION

09-29-1998

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization TENNESSEE

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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RELEASE AND REASSIGNMENT OF TRADEMARK

THIS RELEASE AND REASSIGNMENT OF TRADEMARK is dated as of September 29, 1998, by **SIRROM CAPITAL, L.P.** ("Sirrom") and **SIRROM CAPITAL CORPORATION** ("SCC").

WHEREAS, pursuant to the terms of that certain Trademark Assignment dated as of September 30, 1993 by DentalCare Partners, Inc., f/k/a DentureCare, Inc. (the "Company"), in favor of Sirrom (the "Assignment"), recorded in the United States Patent and Trademark Office (the "USPTO") at Reel/Frame 1134/0020, the Company transferred and conveyed as security to Sirrom and granted a security interest in and all of the Company's right, title and interest in and to following trademark, all registrations and applications therefor, the right to recover for past infringement, and the good will of the business in connection with which it is used (collectively, the "Subject Mark"):

| <u>Mark</u> | <u>Reg. Number</u> | <u>Reg. Date</u> |
|------------------------|--------------------|------------------|
| DentureCare (Stylized) | 1,775,431 | 06/08/93 |

WHEREAS, an earlier assignment of interest in the Subject Mark from the Company to Sirrom was recorded in the USPTO on October 12, 1993 at Reel/Frame 1047/0094 (the "Prior Assignment");

WHEREAS, Sirrom has agreed to terminate and release its security interest in the Subject Marks and to reassign any and all interest Sirrom may have in the Subject Mark to the Company as herein provided;

WHEREAS, the Company entered into that certain Contingent Trademark Assignment dated January 11, 1996 in favor of SCC (the "Contingent Assignment") to secure the payment and performance of the Company's obligations under that certain 12.5% Subordinated Debenture Purchase Agreement dated as of January 11, 1996, pursuant to which SCC acquired certain contingent rights in the Subject Mark; and

WHEREAS, SCC has agreed to terminate and release any and all interest that SCC may have acquired in the Subject Mark pursuant to the Contingent Assignment;

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

- Termination, Release and Reassignment.** Sirrom and SCC hereby terminate and release any and all security interests in and/or liens either may have on the Subject Mark, including but not limited to any security interest granted in the Trademark Assignment, the Prior Assignment, or the Contingent Assignment, whether or not recorded in the USPTO, effective as of the date first set forth above. In addition, Sirrom and SCC hereby sell, assign, transfer, quitclaim and release any and all right, title, claim and interest either may have in and to the above Subject Mark and the registration thereof, together with the goodwill of the business

connected with the use of and symbolized by the above Subject Mark which it may have or be entitled unto, including but not limited to any interest it may have acquired pursuant to the Trademark Assignment, the Prior Assignment, or the Contingent Assignment to the Company, its successors and assigns, effective as of the date first written above.

2. **Further Assurances.** Sirrom and SCC hereby covenants and agrees that at any time and from time to time they will promptly execute and deliver to the Company such further assurances, instruments and documents and take such further action as the Company may reasonably request in order to carry out the full intent and purpose of this Agreement, including without limitation, any documents to be recorded in the USPTO or elsewhere.

3. **Acknowledgment and Acceptance.** The Company hereby acknowledges and accepts the foregoing release and reassignment by Sirrom and SCC.

4. **Counterparts.** This Termination and Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, Sirrom and the Company have executed this Termination, Release and Reassignment to take effect as of the date first set forth above.

SIRROM CAPITAL, L.P.

By: Lyndal J. Rabichman
Its: VICE PRESIDENT

SIRROM CAPITAL CORPORATION

By: Lyndal J. Rabichman
Its: VICE PRESIDENT

Accepted:

DENTALCARE PARTNERS, INC.

By: John Catlow
Title: DIR. OF FINANCE

STATE OF Tennessee

COUNTY OF Davidson

I, Renee C. Moore, a Notary Public of the aforesaid County and State, do hereby certify that Donald F. Barrickman personally appeared before me this day and acknowledged that he is the vice president of **SIRROM CAPITAL, L.P.**, a Tennessee limited partnership, and that he executed the foregoing Termination, Release and Reassignment of behalf of said limited partnership, as an act of the limited partnership and pursuant to authority duly received.

Witness my hand and notarial seal, this the 29th day of September, 1998.

Renee C. Moore
NOTARY PUBLIC

My Commission Expires: 5-28-2000

STATE OF Tennessee

COUNTY OF Davidson

I, Renee C. Moore, a Notary Public of the aforesaid County and State, do hereby certify that Donald F. Barrickman personally appeared before me this day and acknowledged that he is the vice president of **SIRROM CAPITAL CORPORATION**, a Tennessee corporation, and that he executed the foregoing Termination, Release and Reassignment of behalf of said corporation, as an act of the corporation and pursuant to authority duly received.

Witness my hand and notarial seal, this the 29th day of September, 1998.

Renee C. Moore
NOTARY PUBLIC

My Commission Expires: 5-28-2000