

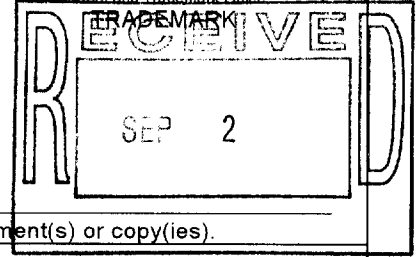
09-08-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office



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

Submission Type

9-2-99

- 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
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name DENTAL CONCEPTS LLC

08181999

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other LIMITED LIABILITY COMPANY
- Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name ATLANTIC BANK OF NEW YORK

DBA/AKA/TA _____

Composed of _____

Address (line 1) 960 AVENUE OF THE AMERICAS

Address (line 2) _____

Address (line 3) NEW YORK

NY

10001

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other BANKING CORPORATION
- Citizenship/State of Incorporation/Organization NEW YORK

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.)

09/07/1999 MTHAI1 00000311 75740957

FOR OFFICE USE ONLY

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01 FC:481 40.00 OP
02 FC:482 550.00 OP

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

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)

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.

Amy Moskowitz
Name of Person Signing

Amy Moskowitz
Signature

8/31/99
Date Signed



RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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 the Assignment.)

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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INTELLECTUAL PROPERTY SECURITY AGREEMENT

August 18, 1999

from

DENTAL CONCEPTS LLC

as Grantor,

to

ATLANTIC BANK OF NEW YORK

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EXHIBIT A

SCHEDULES

- Schedule I - Patents and Patent Applications**
- Schedule II - Trademark Registrations and Applications**
- Schedule III - Licenses**

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated August 18, 1999 made by **DENTAL CONCEPTS LLC**, a Delaware limited liability company, with an office at 100 Clearbrook Road, Elmsford, New York 10523 (the "Grantor"), to **ATLANTIC BANK OF NEW YORK** (the "Bank").

PRELIMINARY STATEMENTS

(1) The Grantor and the Bank have entered into a Loan Agreement, dated as of the date hereof (said Agreement, as it may hereafter be amended, restated or otherwise modified from time to time, being the "Loan Agreement"; the terms defined therein and not otherwise defined herein being used herein as therein defined).

(2) It is a condition precedent to the making of Loans by the Bank from time to time that the Grantor shall have granted the security interest and made the pledge and grant of the security interest contemplated by this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Bank to make Loans under the Loan Agreement from time to time, the Grantor hereby agrees with the Bank for its benefit as follows:

SECTION 1. Grant of Security

The Grantor hereby grants and pledges to the Bank and hereby grants to the Bank a security interest in the following, in each case, as to each type of property described below, whether now owned or hereafter acquired by the Grantor, and whether now or hereafter existing (collectively, the "Intellectual Property Collateral"):

(a) all patents, patent applications and patentable inventions, including, without limitation, each patent identified in Schedule I attached hereto and made a part hereof and each patent application identified in such Schedule I, and including, without limitation, (i) all inventions and improvements described and claimed therein and the right to make, use or sell the same, (ii) the right to sue or otherwise recover for any misappropriations thereof, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past and future infringements thereof), and (iv) all rights corresponding thereto throughout the world and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Patents");

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule II attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (the "Trademarks");

(c) all license agreements with any other Person in connection with any of the Patents or Trademarks, or such other Person's patents, trade names, trademarks, service marks or other intellectual property, whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule III attached hereto and made a part hereof, and any right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by the Grantor and now or hereafter covered by any such licenses (the "Licenses") provided, however, with respect to any lease, if any, that the grant of a lien on or security interest in, or an assignment of, would cause an immediate, actual forfeiture of any of the Grantor's rights thereunder or an immediate default or is prohibited by law, such grant of a security interest shall be limited to the account or general intangible for money due, if any, or to become due, if any, arising out of such license;

(d) all proceeds of any of the foregoing Patents, Trademarks, and Licenses, including, without limitation, any claims by the Grantor against third parties for infringement of the Patents, Trademarks or Licenses; and

(e) the security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement.

SECTION 2. Security for Obligations

This Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under the Loan Documents, whether for principal, interest, fees, expenses or otherwise (all such Obligations secured being the "Secured Obligations").

SECTION 3. Grantor Remains Liable

Anything herein to the contrary notwithstanding, (a) the Grantor shall remain liable under the contracts and agreements included in the Intellectual Property Collateral to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Bank of any of the rights or remedies hereunder shall not release the Grantor from any of its duties or obligations under any of the contracts and agreements included in the Intellectual Property Collateral, and (c) the Bank shall have no obligation or liability under any of the contracts and agreements included in the Intellectual Property Collateral by reason of this Agreement, nor shall the Bank be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 4. Representations and Warranties

The Grantor represents and warrants as follows:

(a) The Grantor is the legal and beneficial owner of the Intellectual Property Collateral pledged by the Grantor free and clear of any Lien, claim, option or right of others, except for the liens and security interests created under this Agreement or permitted under the Loan Documents. No effective financing statement or other instrument similar in effect covering all of any part of the Intellectual Property Collateral or listing the Grantor or any of its Subsidiaries or any trade name of the Grantor or any of its Subsidiaries as debtor is on file in any recording office (including, without limitation, the United States Patent and Trademark Office), except such as may have been filed in favor of the Bank relating to this Agreement or one of the other Loan Documents.

(b) Set forth in Schedule I is a complete and accurate list of all patents owned by the Grantor. Set forth in Schedule II is a complete and accurate list of all trademark and service mark registrations and all trademark and service mark applications owned by the Grantor. Set forth in Schedule III is a complete and accurate list of all Licenses in which the Grantor is (i) a licensor with respect to any of the Patents or Trademarks, or (ii) a licensee of any other Person's patents, trade names, trademarks or service marks. The Grantor has made all necessary filings and recordations to protect and maintain its interest in the patents, patent applications, trademark and service mark registrations, trademark and service mark applications, and Licenses set forth in Schedules I, II, and III hereto except where the failure to file or record could not reasonably be expected to have a Material Adverse Effect.

(c) Each patent, patent application, trademark or service mark registration, trademark or service mark application of the Grantor set forth in Schedule I or II hereto is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and is valid, registrable and enforceable. Each License of the Grantor identified in Schedule III is subsisting and has not been adjudged

invalid or unenforceable, in whole or in part, and is valid and enforceable. The Grantor is not aware of any uses of any item of Intellectual Property Collateral which would be expected to lead to such item becoming invalid or unenforceable, including unauthorized uses by third parties and uses which were not supported by the goodwill of the business connected with such Intellectual Property Collateral except where failure to do so could not be reasonably expected to have a Material Adverse Effect.

(d) Except for the security interest previously granted to The Chase Manhattan Bank, the Grantor has not made any previous assignment, transfer or agreement constituting a present or future assignment, transfer or encumbrance of any of the Intellectual Property Collateral. The Grantor, to the best of its knowledge, has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Intellectual Property Collateral.

(e) The Grantor has used proper statutory notice in connection with its use of each patent, registered trademark and service mark contained in Schedule I or II.

(f) This Agreement creates in favor of the Bank a valid and perfected first and only priority security interest in the Intellectual Property Collateral of the Grantor, securing the payment of the Secured Obligations other than as permitted by section 7.4 of the Loan Agreement.

(g) No consent of any Person and no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other Person is required (i) for the grant by the Grantor of the security interest granted hereby, for the pledge by the Grantor of the Intellectual Property Collateral pursuant hereto, or for the execution, delivery or performance of this Agreement by the Grantor, (ii) for the perfection or maintenance of the pledge and security interest created hereby (including the first and only priority nature of such pledge and security interest), except for the filing of financing and continuation statements under the Uniform Commercial Code, which financing statements are in proper form and are duly executed, and the filing and recording of this Agreement in the United States Patent and Trademark Office against each patent, patent application, trademark or service mark registration, trademark or service mark application, of the Grantor set forth in Schedule I or II hereto, or (iii) for the exercise by the Bank of its rights provided for in this Agreement or the remedies in respect of the Intellectual Property Collateral pursuant to this Agreement.

(h) To the best of Grantor's knowledge, there are no claims by any third party relating to any item of Intellectual Property Collateral.

(i) To the best of Grantor's knowledge, no claim has been made and is continuing or threatened that any item of Intellectual Property Collateral is invalid or unenforceable or that the use by the Grantor of any Intellectual Property Collateral does or may violate the rights of any Person. To the best of the Grantor's knowledge, there is currently no infringement or unauthorized use of any item of Intellectual Property

Collateral except where such infringement could not reasonably be expected to have a Material Adverse Effect.

(j) The Grantor has taken all reasonably necessary steps to use consistent standards of quality in the manufacture, distribution and sale of all products sold and the provision of all services provided under or in connection with any of the Intellectual Property Collateral and has taken all necessary steps to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

SECTION 5. Further Assurances.

(a) The Grantor agrees that from time to time, at the expense of the Grantor, the Grantor shall promptly execute and deliver all further instruments and documents, and take all further action, that the Bank believes may be reasonably necessary in order to perfect and protect any pledge or security interest granted or purported to be granted hereby or to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to any part of the Intellectual Property Collateral. Without limiting the generality of the foregoing, the Grantor will, upon the reasonable request of the Bank, with respect to the Intellectual Property Collateral owned by the Grantor, execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary or desirable, or as the Bank may reasonably request, in order to perfect and preserve the pledge and security interest granted or purported to be granted hereby.

(b) The Grantor hereby authorizes the Bank to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Intellectual Property Collateral without the signature of the Grantor where permitted by law. A photocopy or other reproduction of this Agreement or any financing statement covering the Intellectual Property Collateral or any part thereof will be sufficient as a financing statement where permitted by law.

(c) The Grantor will furnish to the Bank from time to time statements and schedules further identifying and describing the Intellectual Property Collateral and such other reports in connection with the Intellectual Property Collateral as the Bank may reasonably request, all in reasonable detail.

(d) The Grantor agrees that, should it obtain an ownership interest in any patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, other indicia of trade origin, trademark or service mark registration, trademark or service mark application, or License, which is not now a part of the Intellectual Property Collateral, (i) the provisions of Section 1 will automatically apply thereto, and (ii) any such patent, patent application, patentable invention, trademark, service mark, trade name, trade dress, indicia of trade origin, trademark or service mark registration, trademark or service mark application (together with the goodwill of the

business connected with the use of same and symbolized by same), or License will automatically become part of the Intellectual Property Collateral. The Grantor further agrees that it shall deliver to the Bank a written report, in reasonable detail, on a semi-annual basis (starting, for this year, on December 31, 1999, and thereafter on June 30 and December 31 of each succeeding year), setting forth each new patent, patent application, trademark or service mark registration, trademark or service mark application or license that the Grantor has filed, acquired or otherwise obtained in the preceding six month reporting period. The Grantor authorizes the Bank to modify this Agreement by amending Schedules I, II and III hereto (and shall cooperate with the Bank in effecting any such amendment) to include any patent, patent application, trademark or service mark registration, trademark or service mark application or License which becomes part of the Intellectual Property Collateral.

(e) With respect to each patent, patent application, trademark or service mark registration, trademark or service mark application, set forth in Schedule I or II hereto, the Grantor agrees to take all necessary steps (except where the failure to do so could not reasonably be expected to have a Material Adverse Effect), including, without limitation, in the United States Patent and Trademark Office or in any court, to (i) maintain each such patent, trademark or service mark registration, and (ii) pursue each such patent application, trademark or service mark application now or hereafter included in the Intellectual Property Collateral, including, without limitation, the filing of responses to office actions issued by the United States Patent and Trademark Office, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the filing of divisional, continuation, continuation-in-part and substitute applications, the filing of applications for re-issue, renewal or extensions, the payment of maintenance fees, and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings. The Grantor agrees to take corresponding steps with respect to each new or acquired patent, patent application, trademark or service mark registration, trademark or service mark application to which it is now or later becomes entitled. Any and all expenses incurred in connection with such activities will be borne by the Grantor. The Grantor shall not discontinue use of or otherwise abandon any patent, patent application, trademark or service mark, trademark or service mark registration, trademark or service mark application, now or hereafter included in the Intellectual Property Collateral, unless the relevant Grantor shall have first determined in its reasonable business judgment that such use or pursuit or maintenance of same is no longer desirable in the conduct of the Grantor's business, in which case, the Grantor shall give written notice of any such abandonment or discontinuance to the Bank pursuant to the semi-annual reporting requirement contained in Section 5(d) above.

(f) The Grantor agrees to notify the Bank promptly and in writing if it learns (i) that any item of the Intellectual Property Collateral has been determined to have become abandoned or dedicated to the public and such abandonment or dedication could reasonably be expected to have a Material Adverse Effect, (ii) of the institution of any proceeding (including, without limitation, the institution of any proceeding in the United

States Patent and Trademark Office or any court) regarding any item of the Intellectual Property Collateral that could reasonably be expected to have a Material Adverse Effect, or (iii) of any adverse determination.

(g) In the event that the Grantor makes a determination in its reasonable business judgment that any material item of the Intellectual Property Collateral is infringed or misappropriated by a third party, the Grantor shall promptly notify the Bank and will take such actions as the Grantor or the Bank deems appropriate under the circumstances to protect such Intellectual Property Collateral, including, without limitation, suing for infringement or misappropriation and for an injunction against such infringement or misappropriation. Any expense in connection with such activities will be borne by the Grantor.

(h) The Grantor shall continue to use proper statutory notice in connection with its use of each of its patents, registered trademarks and service marks contained in Schedule I or II.

(i) The Grantor shall take all steps which it or the Bank deems appropriate under the circumstances to preserve and protect its Intellectual Property Collateral, including, without limitation, maintaining the quality of any and all products or services used or provided in connection with any of the Intellectual Property Collateral, consistent with the quality of the products and services as of the date hereof, and taking all steps necessary to ensure that all licensed users of any of the Intellectual Property Collateral use such consistent standards of quality.

SECTION 6. Transfers and Other Liens

The Grantor agrees that it shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of or grant any option with respect to, any of the Intellectual Property Collateral except where such sale, assignment or disposal could not reasonably be expected to have a Material Adverse Effect, or (ii) create or suffer to exist any Lien upon or with respect to any of the Intellectual Property Collateral except for the pledge and security interest created by this Agreement and Permitted Liens.

SECTION 7. Bank Appointed Attorney-in-Fact.

The Grantor hereby irrevocably appoints the Bank the Grantor's attorney-in-fact, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, upon the occurrence and during the continuance of an Event of Default and upon notice to the Grantor to take any action and to execute any instrument that the Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask for, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Intellectual Property Collateral;

(b) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings that the Bank may deem necessary or desirable to enforce the rights of the Bank with respect to any of the Intellectual Property Collateral.

SECTION 8. Bank May Perform.

If the Grantor fails to perform any agreement contained herein, the Bank may itself, upon fifteen (15) days' notice to the Grantor, perform, or cause performance of, such agreement, and the reasonable expenses of the Bank incurred in connection therewith shall be borne by the Grantor.

SECTION 9. The Bank's Duties

The powers conferred on the Bank hereunder are solely to protect its interest in the Intellectual Property Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Intellectual Property Collateral in its possession and the accounting for moneys actually received by it hereunder, the Bank shall have no duty as to any Intellectual Property Collateral, whether or not the Bank has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against any parties or any other rights pertaining to any Intellectual Property Collateral. The Bank shall exercise reasonable care in the custody and preservation of any Intellectual Property Collateral in its possession and shall accord such Intellectual Property Collateral treatment equal to that which the Bank accords its own property.

SECTION 10. Remedies.

(a) The Grantor acknowledges and affirms that the rights and remedies of the Bank with respect to the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement and the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

(b) In the event of any sale, assignment, or other disposition of any of the Intellectual Property Collateral, the goodwill of the business connected with and symbolized by any of the Intellectual Property Collateral subject to such disposition will be included, and the Grantor will supply to the Bank or its designee the Grantor's know-how and expertise, and documents and things embodying the same, relating to the manufacture, distribution, advertising and sale of products or the provision of services

relating to any Intellectual Property Collateral subject to such disposition and, including, but not limited to, the Grantor's customer lists and other records and documents relating to such Intellectual Property Collateral and to the manufacture, distribution, advertising and sale of such products and services.

The Bank may exercise any and all rights and remedies of the Grantor in respect of the Intellectual Property Collateral.

SECTION 11. Indemnity and Expenses.

(a) The Grantor hereby agrees to indemnify the Bank from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from the Bank's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction.

(b) The Grantor will, upon demand, pay to the Bank the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, that the Bank may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use, or operation of, or the sale of, collection from or other realization upon, any of the Intellectual Property Collateral, (iii) the exercise or enforcement of any of the rights of the Bank hereunder or (iv) the failure by the Grantor to perform or observe any of the provisions hereof.

SECTION 12. Amendments; Waivers; Supplements; Etc.

(a) No amendment or waiver of any provision of this Agreement, and no consent to any departure by the Grantor herefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of the Bank to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

SECTION 13. Addresses for Notices.

All notices and other communications provided for hereunder shall be in writing (including telecopy or telex communication) and mailed, telecopied or delivered, if to the Grantor, addressed to it at the address set forth below its name on the signature pages hereof; if to the Bank, addressed to it at its address set forth in Section 10.1 of the Loan Agreement. All such notices and communications shall, when mailed by certified mail, return receipt requested or telecopied, be effective three (3) days after mailing, upon

transmission by telecopier or addressed as aforesaid. Any party hereto may change the Person, address or telecopier number to whom or which notices are to be given hereunder, by notice duly given hereunder; provided, however, that any such notice shall be deemed to have been given hereunder only when actually received by the party to which it is addressed.

SECTION 14. Continuing Security Interest, Assignments.

This Agreement shall create a continuing security interest in the Intellectual Property Collateral and shall (a) remain in full force and effect until the latest of (i) the indefeasible payment in full in cash of all of the Loans (as defined in the Loan Agreement) and all other monetary obligations then due and payable pursuant to or in connection with the Loan Agreement (except for any obligation under the Warrant and/or the Warrant Purchase and Put Agreement) as acknowledged in writing by the Bank, and (ii) the date of termination in whole of the Revolving Credit Commitment under the Loan Agreement, (b) be binding upon the Grantor, its successors and assigns and (c) inure to the benefit of the Bank and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Bank may assign or otherwise transfer all or any portion of its rights and obligations under the Loan Agreement (including, without limitation, all or any portion of its Revolving Credit Commitment, the Loans owing to it and the Note or Notes held by it) to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted the Bank herein or otherwise, in each case as provided in Section 10.9 of the Loan Agreement.

SECTION 15. Release and Termination.

(a) Upon any sale, lease, transfer or other disposition of any item of Intellectual Property Collateral in accordance with the terms of the Loan Documents, the Bank will, at the Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the release of such item of Intellectual Property Collateral from the security interest granted hereby; provided, however, that (i) at the time of such request and such release, no Default shall have occurred and be continuing, (ii) the Grantor shall have delivered to the Bank, at least thirty (30) Business Days prior to the date of the proposed release, a written request for release describing the item of Intellectual Property Collateral and the terms of the sale, lease, transfer or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a form of release for execution by the Bank and a certification by the Grantor to the effect that the transaction is in compliance with the Loan Documents and as to such other matters as the Bank may request and (iii) the proceeds of any such sale, lease, transfer or other disposition shall be paid to, or in accordance with the instructions of, the Bank at the closing and (v) the Bank shall have approved such sale, lease, transfer or other disposition in writing.

(b) Upon the latest of (i) the indefeasible payment in full in cash of the Loans (as defined in the Loan Agreement) and all other monetary obligations then due

and payable pursuant to or in connection with the Loan Agreement (except for any obligation under the Warrant and/or the Warrant Purchase and Put Agreement) as acknowledged in writing by the Bank, (ii) the date of termination in whole of the Revolving Credit Commitment under the Loan Agreement, the pledge and security interest granted by the Grantor hereby shall terminate and all rights to the Intellectual Property Collateral shall revert to the Grantor. Upon any such termination, the Bank will, upon receipt of a written request and at the Grantor's expense, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 16. Execution in Counterparts.

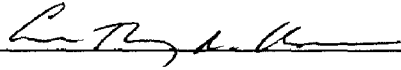
This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 17. Governing Law; Terms.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to its conflicts of law principles), except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of the Intellectual Property Collateral are governed by the laws of a jurisdiction other than the State of New York. Unless otherwise defined herein or in the Loan Agreement, terms used in Article 9 of the N.Y. Uniform Commercial Code are used herein as therein defined.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer, thereunto duly authorized, as of the date first above written.

DENTAL CONCEPTS LLC

By: 

Title: VP

Address: 100 Clearbrook Rd.
Edinburg, NY 10523

ACCEPTED:

ATLANTIC BANK OF NEW YORK

By: 

Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 18th day of August, 1999, before me personally came Anthony Berner to me known, who, before me duly sworn, did depose and say that he is Vice President of Dental Concepts LLC, the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.

KENNETH J. POWERS
NOTARY PUBLIC, State of New York
No. 01PO6027945
Qualified in New York County
Commission Expires July 19, 2001

Kenneth J. Powers
Notary Public

[Notarial Seal]

SCHEDULE I

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Patent Applications

<u>Title</u>	<u>Patent No.</u>
ORAL HYGIENE DELIVERY SYSTEM	5,611,687
ORAL HYGIENE SYSTEM	5,597,554
CUSTOM FIT MOUTHGUARD	5,566,684
ORAL HYGIENE SYSTEM	5,302,374
TOOTH WHITENING DENTIFRICE	5,208,010
TOOTH WHITENING DENTIFRICE	5,084,268
SOFT CONTAINER FOR DENTAL APPLIANCES	4,934,534

U.S. Design Patents

ANTI-SNORE APPLIANCE	D406,647
APPLICATOR	D406,054
MOUTH GUARD	D382,965
DENTAL MIRROR	D348,515

Grantor is assignee of the following applications

	<u>Application Ser. No.</u>
BREATH SYSTEM APPLIANCE	09/307,705
ORAL HYGIENE APPLIANCE	09/268,020
REISSUE OF US PATENT 5,611,687	09/092,885

SCHEDULE II

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark/Service Mark Registrations and Applications

U.S. Trademark/Service Mark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Issued</u>
DENTAL MATE	2,235,568	3/30/99
ORA CARE	2,173,333	7/14/98
THE DOCTOR'S	2,068,051	6/3/97
BRITE STIK	2,058,328	4/29/97
BRUSH 'N BUDDY	2,049,646	4/1/97
DPM	2,020,895	12/3/96
FLORAL AFFAIR	1,882,986	3/7/95
THE TOOTHPASTE BOOSTER	1,848,914	8/9/94
THE DOCTOR'S	1,816,772	1/18/94
THE DENTAL OFFICE	1,793,347	9/21/93
MAGNA BRITE	1,772,166	5/18/93
DEN-PAK	1,753,236	2/16/93
STAY-WHITE	1,699,690	7/7/92
WE TAKE SMILING	1,614,749	9/25/90
SERIOUSLY		
THE DOCTOR'S	1,613,680	9/18/90
DENTAL CONCEPTS	1,555,637	9/12/89
ORAPIK	1,331,875	4/23/85
ORAPIK	1,229,510	3/8/83

Pending Applications of Grantor

	Application Serial No.
THE DOCTOR'S BREATH REMEDY	75/740,957
BREATHTEK	75/706,951
DUO-DENT	75/629,711
OXYLITE	75/508,519
SQUEEZE-ALL	75/494,665

SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Licenses

NONE