

FORM PTO-1584 (Rev. 8-83) OMB No. 0881-0011 (exp. 4/94)

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10-08-1999

SHEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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To the Honorable Commissioner of Patents

101165596

Attached original documents or copy thereof.

MPA 105-99

1. Name of conveying party(ies):

DENTAL X CHANGE, INC.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 9/7/99

2. Name and address of receiving party(ies)

Name: COMDISCO, INC.

Internal Address: LEGAL DEPT

Street Address: 6111 N. RIVER RD.

City: SAN FRANCISCO State: CA ZIP: 60018

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

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):

A. Trademark Application No.(s)

SEE SCHEDULE B

B. Trademark Registration No.(s)

SEE SCHEDULE B

Additional numbers attached? Yes No

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

Name: NANCY O'CONNOR

Internal Address: LEGAL DEPT

Street Address: ONE POST ST, SUITE 2675

CITY: SAN FRANCISCO State: CA ZIP: 94104

6. Total number of applications and registrations involved: 2

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

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

10/05/99 BUDGET 00000137 2189001

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01 FC: 40.00 02 FC: 25.00 03 FC: 25.00

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.

NANCY O'CONNOR Name of Person Signing

[Signature] Signature

10-1-99 Date

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

Mail documents to be recorded with required cover sheet information to:

## SCHEDULE B

1. Registered trademark for the Three Globe Logo, Registration No. 2,189,001 (registered on September 15, 1998).
2. Registered trademark for "Dental X Change," Registration No. 2,187,337 (registered on September 8, 1998).

# COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS

This **COLLATERAL ASSIGNMENT OF PATENTS AND TRADEMARKS** is made on this 7 day of September 1999, by and between **DENTAL X CHANGE, INC.**, a Delaware corporation (the "Assignor") and **COMDISCO, INC.**, (the "Assignee").

**WHEREAS**, Assignor and Assignee are parties to a certain Subordinated Loan and Security Agreement dated September \_\_, 1999 (together with all exhibits, and amendments thereto, collectively the "Loan Agreement", with the terms used but not otherwise defined herein being used with the same meaning as therein defined.)

**WHEREAS**, pursuant to that certain Loan Agreement, the Assignor has agreed to grant to Assignee a lien on and a security interest in, *inter alia*, all the patent and trademark rights that Assignor may have in the patents and trademarks to the extent of the Loan and made thereunder.

**NOW THEREFORE**, in consideration for the mutual covenants and agreements contained in the Loan Agreement and this Collateral Assignment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

## 1. COLLATERAL ASSIGNMENT OF PATENTS.

To secure the full, complete and timely payment and satisfaction of Assignor's indebtedness with respect to the Loan owed to Assignee, Assignor hereby collaterally assigns, conveys, transfers, sets over and delivers to the Assignee (with power of sale), to the extent permitted by law and subject and subordinate to any security interest granted by Assignor to Senior Creditor in connection with the Senior Loan Documents, a priority lien and security interest in and to all (i) patents, patent applications and patent rights, including, without limitation, the inventions and improvements described and claimed therein, and specifically those patents and patent applications listed on Schedule A attached hereto as the same may be amended to include any patents hereinafter required and patent applications hereafter filed and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part hereof (all of the foregoing collectively referred to as the "Patents"), (ii) the trademarks applications listed on Schedule B attached hereto and made a part hereof as the same may be amended to include any trademarks hereafter acquired and trademark applications hereafter acquired, and (a) all registrations and renewals thereof, (the foregoing trademarks collectively referred to as the "Trademarks"), all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Patents and Trademarks, including, without limitation, damages and payments for past or future infringements, misappropriation, or breach thereof, the right to sue for past, present and future infringements, misappropriation, or breach thereof, and all rights corresponding thereto throughout the world but only to the extent that (i) the foregoing are assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto, with or without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) in

the event such consent is required, it has been obtained. The Assignor shall be liable for and promptly reimburse the Assignee for all fees and costs, including reasonable attorney's fees, for the preparation, filing, recordation and releasing of all liens or assignments provided for herein.

**2. AUTHORIZATION.**

Assignor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this conditional assignment and the interests herein assigned.

**3. COVENANT AND WARRANTY OF TITLE.**

Assignor covenants and warrants that it is now the sole owner, free from the obligations of any license or encumbrance whatsoever except for non-exclusive licenses granted by Assignor to its customers in the ordinary and normal course of business as now conducted, and as granted herein of all of the patents and applications for Patents and Trademarks and applications for Trademarks assigned hereunder.

**4. RESTRICTIONS ON FUTURE ASSIGNMENT.**

Until all obligations under the Loan Agreement are fully satisfied, Assignor hereby agrees not to sell or assign or grant a security interest except with respect to any security interest granted by Assignor to Senior Creditor in connection with the Senior Loan Documents, in the Patents to the extent of the Loan, and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Assignee under this Assignment Agreement.

**5. ASSIGNEE'S RIGHT TO SUE.**

From and after the occurrence and continuance of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and Trademarks, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute and deliver any and all proper documents or information that may be necessary or desirable to aid Assignee in such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses, including reasonable attorney's fees, incurred by Assignee in the exercise of the foregoing rights.

**6. WAIVERS.**

No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**7. TERMINATION.**

This Assignment is made for purposes of securing those Obligations under the Loan Agreement and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Obligations thereunder, this Assignment shall terminate and Assignee shall execute and deliver to Assignor all agreements, assignments or instruments as may be necessary or proper to terminate Assignee's collateral assignment and security interest in the Patents and Trademarks, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to the Agreement.

**8. SEVERABILITY.**

The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

**9. MODIFICATION.**

This Assignment cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.

**10. BINDING EFFECT.**

This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.

**11. GOVERNING LAW.**

This Assignment shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

**DENTAL X CHANGE, INC.**

By: Richard Lee

Print Name: RICHARD LEE

Title: CEO

[SIGNATURE PAGE TO COLLATERAL ASSIGNMENT  
OF PATENTS AND TRADEMARKS]

**SCHEDULE A**

None.