

MRD 12-27-99

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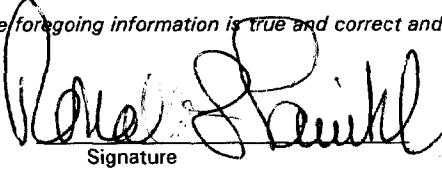
Attorney Docket No.: 10235-GP

To the Honorable Commissioner of Patent and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Schick Technologies, Inc.</p>	<p>2. Name and address of receiving party(ies):</p> <p>DVI Financial Services Inc. 500 Hyde Park Doylestown, PA 18901</p> <p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership: <input checked="" type="checkbox"/> Corporation-State: Delaware <input type="checkbox"/> Other:</p> <p>If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes; <input type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other: Collateral Assignment</p> <p>Execution Date: July 31, 1999</p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s): 75-558,970 75-589,544</p> <p>B. Trademark Registration No.(s): 836,018; 1,002,697; 1,275,980; 2,173,892; 2,175,448; 2,194,223; 2,243,409; 2,243,412; 2,229,546</p>
<p>5. Name and address of party to whom correspondence document should be mailed:</p> <p>RONALD L. PANITCH AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P. One Commerce Square 2005 Market Street, 22nd Floor Philadelphia, PA 19103-7086 Telephone: 215-965-1200 Facsimile: 215-965-1210 E-Mail: RPANITCH@AKINGUMP.com</p>	<p>6. Total number of applications and registrations involved: [11]</p> <p>7. Total fee (37 CFR 3.41) Cal. <u>1</u> x \$40.00 = \$ <u>40.00</u> <u>10</u> x \$25.00 = \$ <u>250.00</u> <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>50-1017</u></p>

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.

RONALD L. PANITCH  December 20, 1999
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: [12]

**COLLATERAL ASSIGNMENT
OF PATENTS, TRADEMARKS, COPYRIGHTS, LICENSES AND TRADE SECRETS**

THIS COLLATERAL ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS, LICENSES AND TRADE SECRETS ("Assignment") is made effective this 31st day of July, 1999 between **SCHICK TECHNOLOGIES, INC.**, a Delaware corporation with an address of 31-00 47th Avenue, Long Island City, NY 11101 ("**Assignor**"), and **DVI FINANCIAL SERVICES INC.**, a Delaware corporation with an address of 500 Hyde Park, Doylestown, PA 18901 ("**Assignee**").

BACKGROUND

1. Assignor is duly and justly obligated to Assignee under a certain Amended and Restated Secured Promissory Note of even date herewith given by Assignor to Assignee in the original principal amount of \$6,222,415.93 (the "**Note**").

2. The Note provides, *inter alia*, that Assignor will grant to Assignee a security interest in all of the properties described herein, namely Assignor's present and future patents, patent applications, inventions conceived or made, trademarks, service marks, trademark applications, service mark applications, trademark registrations, service mark registrations, tradenames, trade dress, the goodwill associated with such trademarks, service marks, trade names and trade dress, licenses, copyrights, copyright applications, copyright registrations and trade secrets.

NOW, THEREFORE, in consideration of the promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound thereby, the parties agree as follows:

1. **Incorporation of Note.** The Note and the terms and provisions thereof are hereby incorporated herein in their entirety. All terms not otherwise defined herein shall have the meanings set forth in the Note.

2. **Collateral Assignment of Patents, Trademarks, Copyrights, Licenses and Trade Secrets.** To secure the complete and timely payment and satisfaction of the obligations of Assignor to Assignee under the Note and all related documents as defined therein, all as the same may be amended, modified, supplemented, extended or replaced at any time (referred to collectively herein as "**Obligations**"), Assignor hereby grants, assigns and creates a security interest in favor of the Assignee as and by way of a mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, upon the occurrence of an Event of Default (as hereafter defined) in all of the Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

a. inventions conceived or made, patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Exhibit "A"** attached hereto, and the reissues, divisions, continuations, renewals, extensions, continuations-in-part thereof and corresponding

foreign patents and patent applications; all income, royalties, damages and payments now and hereinafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world (hereinafter referred to collectively as "**Patents**");

b. copyrights, copyright applications, and copyright registrations, including, without limitation, renewals thereof, listed on **Exhibit "B"** attached hereto; all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world (hereinafter referred to collectively as "**Copyrights**");

c. license agreements with any other party, whether Assignor is licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "C"** attached hereto, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (hereinafter referred to collectively as "**Licenses**");

d. trademarks and service marks, whether registered or unregistered, trademark applications, trademark registrations, including renewals thereof, service mark applications, service mark registrations, including renewals thereof, trade dress and tradenames, including, without limitation, the trademarks, service marks, trade dress and tradenames listed on **Exhibit "D"**, attached hereto; the goodwill of the business connected with and symbolized by said trademarks, service marks, tradenames and trade dress; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world (hereinafter referred to collectively as "**Trademarks**").

e. trade secrets, including without limitation software, software in development, designs, drawings, specifications, models, data, customer information, processes, methods, and formulae; any information of the type identified in this subparagraph which Assignor obtained from another source and which Assignor treats as proprietary or designates as confidential, whether or not owned or developed by Assignor; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof; the right to sue for past, present and future infringements thereof; and all rights corresponding thereto throughout the world (hereinafter referred to collectively as "**Trade Secrets**")

3. **Duties of Assignor.** Assignor shall have the duty: a) to use for the duration of this Agreement proper notice in connection with its use of the Patents, Trademarks and Copyrights; b) to prosecute diligently any patent applications of the Patents, any trademark application of the Trademarks, and any copyright applications of the Copyrights pending as of the date hereof or thereafter until all Obligations are paid in full and the Credit Agreement terminated;

c) to make application on patentable inventions, and to apply to register the Trademarks and Copyrights, as appropriate; and d) to preserve and maintain all rights in the Patents, Trademarks and Copyrights. All expenses incurred in connection with said applications and said maintenance shall be borne by the Assignor. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application, without the prior written consent of Assignee. Any failure of Assignor to comply with the duties set forth in this **Paragraph 3** will be deemed an Event of Default subject to the applicable cure periods therein.

4. Restriction On Use, License and Transfer of Properties. Unless and until there shall have occurred an Event of Default, Assignee shall have no right to use the Trademarks, Copyrights, Patents, Licenses or Trade Secrets, or issue any license thereunder, or assign or otherwise transfer title in said Trademarks, Copyrights, Patents, Licenses or Trade Secrets to anyone else.

5. Restrictions on Future Agreements. Assignor agrees that until all Obligations shall have been paid and satisfied in full, Assignor will not, without the prior written consent of the Assignee, enter into any agreement or arrangement which is inconsistent with Assignor's obligations under this Assignment, except to sublicense in the ordinary course of Assignor's business, provided that such sublicenses are sublicenses covered under **Paragraph 2(c)**; and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect negatively the validity or enforcement of the rights of Assignee under this Assignment.

6. Warranty. Assignor represents, warrants, and covenants that:

a. the Patents, Trademarks, Copyrights, Licenses and Trade Secrets are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

b. to the best of Assignor's knowledge, each of the Patents, Trademarks, Copyrights, Licenses and Trade Secrets is valid and enforceable;

c. to the best of Assignor's knowledge, no claim has been made, other than those now known, that the use of any of the Patents, Trademarks, Copyrights or Trade Secrets does or may violate the rights of any third persons;

d. that it has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks, Copyrights, Licenses, or Trade Secrets and/or the interests granted therein, other than those now known;

e. that it is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks, Copyrights and Trade Secrets, free and clear of liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements, shop rights and covenants by Assignor not to sue third parties, except for sublicenses permitted in **Paragraph 5**; and

f. neither the making of this Assignment nor Assignor's performance hereunder requires the agreement or approval of any other person or any governmental authority or agency which has not been obtained.

7. New Patents, Trademarks, Copyrights, Licenses and Trade Secrets.

Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A-D"** hereto constitute a complete list of all of the patents, trademarks and copyrights now owned by Assignor and any licenses to which Assignor is now subject. If, before the Obligations shall have been satisfied in full, Assignor shall (1) obtain rights in and to any new inventions, patent applications, patents, trademarks, trademark applications, trademark registrations, service mark applications, service mark registrations, trade dress, tradenames, copyrights, copyright applications, copyright registrations, licenses, or trade secrets; or (2) become entitled to the benefit of any patent, patent application, trademark, trademark application, trademark registration, service mark, service mark application, service mark registration, trade dress, trade name, copyright, copyright application, copyright registration, license, or trade secret, the provisions of **Paragraph 2** above shall automatically apply thereto. Assignor shall give to the Assignee written notice of any existing and new rights and/or benefits as described in this **Paragraph 7** but excluded from **Exhibits "A-D"** hereto not more than thirty (30) days after the date of this Assignment and at least semi-annually thereafter commencing with the semi-annual period ending June 30, 2000. Assignor hereby authorizes the Assignee as attorney-in-fact with power to modify this Assignment by amending **Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D"**, as applicable, to include any patents, patent applications, trademarks, trademark applications, trademark registrations, service marks, service mark applications, service mark registrations, trade dress, tradenames, copyrights, copyright applications, copyright registrations and/or licenses presently owned by Assignor but not included on **Exhibits "A-D"** hereto and for any of Assignor's future patents, patent applications, trademarks, trademark applications, trademark registrations, service marks, service mark applications, service mark registrations, trade dress, tradenames, copyrights, copyright applications, copyright registrations and/or licenses.

8. Events of Default. This Assignment is subject to the terms and conditions of the Note. Assignor shall be deemed to be in default hereunder upon the occurrence of any of the following events ("**Event of Default**"):

a. if any material representation or warranty contained herein shall prove to have been, when made, materially false, inaccurate, or misleading.

b. if Assignor materially breaches any material covenant or obligation contained herein; or Agreement.

c. if a default (or Event of Default) occurs under the Obligations unless cured within any applicable notice, grace or cure period set forth therein.

9. Foreclosure. Upon the occurrence of an Event of Default Assignee, as holder of a security interest, may take such action as is permitted by law, in Assignee's sole discretion, to foreclose upon said intellectual property. For such purposes, and in the Event of

Default, Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (1) endorse Assignor's name on all applications, documents, papers and instruments necessary or desirable for the Assignee to use the Patents, Trademarks, Copyrights and Trade Secrets, and (2) take any other actions with respect to the Patents, Trademarks, Copyrights, Licenses and Trade Secrets as the Assignee deems in the best interest of the Assignee; and (3) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks, Copyrights or Trade Secrets to anyone, and (4) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights, Licenses and/or Trade Secrets to anyone. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Note shall have been terminated.

10. Reassignment to Assignor. This Assignment is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Note, Assignee shall execute and deliver to Assignor all deeds, assignments and/or other instruments as may be necessary to re-vest in Assignor full title to the Patents, Trademarks, Copyrights, Licenses and Trade Secrets, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

11. Assignee's Right to Sue. Following an Event of Default Assignee shall have the right, but shall in no way be obligated, to bring suit in Assignee's own name or the name of Assignee's agent to enforce the Licenses, Patents, Trademarks, Copyrights or Trade Secrets, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents reasonably required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all reasonable costs and expenses incurred by Assignee in the exercise of their rights under this **Paragraph 10.**

12. Indemnification. Assignor agrees to indemnify and hold Assignee harmless against any claim for damages, including reasonable attorneys' fees, in the event that Assignee is implicated in any action or suit between Assignor and a third party involving the use of any of the Patents, Trademarks, Copyrights and/or Trade Secrets or involving any of the Licenses, or in any action which relates in any way to the Patents, Trademarks, Copyrights, Licenses and/or Trade Secrets.

13. 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 Note 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.

14. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be 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.

15. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 7 hereof, or by a writing signed by the parties hereto.

16. **Cumulative Remedies: Effect on Credit Agreement.** All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights, Licenses and Trade Secrets, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Credit Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks, Copyrights, Licenses or Trade Secrets may be located.

17. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees and assigns.

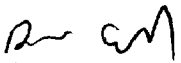
18. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

19. **Further Assurances.** Assignor agrees to execute any documents which are or may be required in order to perfect the recordation of this Assignment, including the Assignment as amended pursuant to Paragraph 7, in the United States Patent and Trademark Office, the United States Copyright Office and in the records of such states as are appropriate under the provisions of the Uniform Commercial Code without compensation from Assignee.

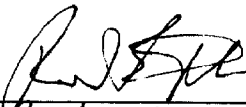
IN WITNESS THEREOF, the parties hereto have duly executed this Assignment the day and year first above written.

(Corporate Seal)

SCHICK TECHNOLOGIES, INC.

By: 
Name: David Schick
Title: President and C.E.O.

DVI FINANCIAL SERVICES, INC.

By: 
Name: Richard E. Miller
Title: President

SCHEDULE "A" - PATENTS

<u>Patent No.</u>	<u>Title</u>
5,434,418	INTRA-ORAL SENSOR FOR COMPUTER AIDED RADIOGRAPHY
5,834,782	LARGE AREA IMAGE DIRECTOR
5,852,647	MATERIAL SUPPLYING APPARATUS
5,898,753	APPARATUS FOR MEASURING BONE DENSITY USING ACTIVE PIXEL SENSORS
5,908,294	DENTAL IMAGING SYSTEM WITH LAMPS AND METHOD
5,912,942	X-RAY DETECTION SYSTEM USING PIXEL SENSORS

SCHEDULE "B" - COPYRIGHTS

SCHEDULE "C" - LICENSES

Patent No.

Title

4,160,997

INTRAORAL FLUOROSCOPE

SCHEDULE "D" - TRADEMARKS

<u>Mark</u>	<u>Reg/App. No.</u>	<u>Owner/Assignee</u>
SPACEMAKER	836,018	Schick X-Ray Corporation
MARKSMAN	1,002,697	Schick X-Ray Corporation
INTREX	1,275,980	Schick X-Ray Corporation
CDRCAM	2,173,892	Schick Technologies, Inc.
CDR	2,175,448	Schick Technologies, Inc.
CDRCAM (Stylized)	2,194,223	Schick Technologies, Inc.
QUICKZOOM	2,243,409	Schick Technologies, Inc.
QUICKZOOM (Stylized)	2,243,412	Schick Technologies, Inc.
ACCUDEXA	2,229,546	Schick Technologies, Inc.
CDRPAN	75-55-8,970	Schick Technologies, Inc.
CDR DISCOVERY	75-589,544	Schick X-Ray Corporation