

09-25-2000

OF COMMERCE



101467574

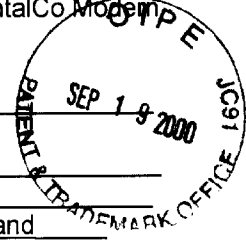
9-19-00

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

1. Name of conveying party(ies): DentalCo Management Services of Pennsylvania, Inc. Acquisition Corp.

Individual(s) citizenship: _____
 Association _____
 General Partnership of: _____
 Limited Partnership of: _____
 Corporation-State: Maryland
 Other: _____

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



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

Name: DentalCo Management Services of Pennsylvania, Inc.
 Internal Address: _____
 Street Address: 6115 Falls Road
 City, State: ZIP: Baltimore, MD 21209
 Individual(s) citizenship: _____
 Association _____
 General Partnership of: _____
 Limited Partnership of: _____
 Corporation-State: Maryland
 Other: _____

3. Nature of conveyance:

Assignment
 Merger
 Security Agreement
 Change of Name
 Other: _____

Execution Date: February 26, 1998

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes or No? No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes or No? No

4. A. Trademark Application No.(s)

B. Trademark Registration No.(s)
 1,806,609

Additional numbers attached? Yes or No?

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

Name: **Piper Marbury Rudnick & Wolfe LLP**
 Attn: **Cynthia Nicholson**
 Internal Address: _____
 Street Address: **1200 Nineteenth Street, N.W.**
 City: **Washington, D.C.** ZIP: **20036**

6. Total number of applications and registrations involved:
 1

7. Total fee (37 C.F.R. § 3.41). \$ 40.00
 Enclosed
 Additional fees authorized to be charged to deposit account

8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account) 501150

DO NOT USE THIS SPACE

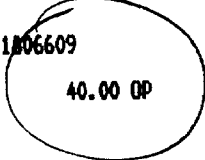
9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Signature: Cynthia K. Nicholson Date: Sept. 19, 2000
 Name of Person Signing: Cynthia K. Nicholson Total no. of pages incl. cover sheets, attachments, and document: 3

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

09/25/2000 DNGUYEN 00000424 1806609

01 FC:481



ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "*Agreement*") is made and entered into on this 21st day of February, 1998 by and between DentalCo Modern Acquisition Corp., a Maryland corporation ("*DMAC*"), and DentalCo Management Services of Pennsylvania, Inc., a Maryland corporation ("*DentalCo Penn*").

PRELIMINARY STATEMENTS

Pursuant to the terms of an Asset Purchase Agreement by and between DMAC, Modern Dental Concepts, Inc., a Pennsylvania corporation, Modern Dental Concepts-PA, Inc., a Pennsylvania corporation ("*MDC-PA*"), Modern Dental Concepts-NJ, Inc., a New Jersey corporation, Marc V. Ayes, an individual, Michael S. Ayes, D.D.S., an individual, Mitchel Blumenthal, D.D.S., an individual, Howard M. Koff, D.D.S., an individual, and Richard L. Rush, D.D.S., an individual, dated May 30, 1997 (the "*Purchase Agreement*"), DMAC acquired substantially all of the assets of MDC-PA (the "*Assets*"). DMAC has agreed to transfer to DentalCo Penn the Assets on the terms set forth herein.

NOW, THEREFORE, for and in consideration of the mutual agreements of the parties set forth therein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, and upon the terms set forth herein, agree as follows:

1. **Assignment.** (a) DMAC does hereby assign and convey to DentalCo Penn all of DMAC's right, title and interest in and to the Assets.

(b) To the extent that the assignment of DMAC's rights and claims under or with respect to any of the Assets shall require the consent of a third party, this Agreement shall not constitute an assignment of the same if an attempted assignment thereof would constitute a breach or default thereunder or would be in violation of law. In all cases where the consent of a third party is required and has not been obtained prior to the date hereof, DMAC and DentalCo Penn each shall use its best efforts to obtain the consent of the third party to the foregoing assignment. If such consent is not obtained, DMAC will cooperate with DentalCo Penn in any arrangement which DentalCo Penn shall consider reasonably designed to provide for itself the benefits of such rights and claims, including the enforcement of any and all such rights and claims of DMAC against the third party arising out of the breach or cancellation by such third party or otherwise.

2. **Assumption of Liabilities and Obligations.** DentalCo Penn hereby expressly assumes and agrees to pay, perform and discharge, in due course, as the same shall become due for payment, performance or discharge, from and after the date hereof, all payment and performance obligations and related liabilities which arise or are properly attributable to the Assets being acquired from DMAC.

3. **No Effect on Purchase Agreement.** Nothing contained herein shall supersede, modify, limit, eliminate or otherwise effect any of the representations and warranties, covenants, agreements or indemnities set forth in the Purchase Agreement, each of which is hereby incorporated herein by this reference. In the event of any inconsistency or conflict between the terms of the Purchase Agreement and the terms of this Agreement, the terms of the Purchase Agreement shall prevail.

4. **Further Assurances.** DMAC and DentalCo Penn hereby each covenant that at any time and from time to time after the date hereof, it shall, upon the written request of the other, promptly execute and deliver, or cause to be executed and delivered to the requesting party all such other documents, as DMAC or DentalCo Penn may reasonably request in order to carry out or evidence the terms of this Agreement.

5. **Successors and Assigns; Governing Law.** All of the terms and provisions of this Agreement shall be binding upon each party hereto and their respective successors and assigns, and shall inure to the benefit of each other party and its successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DENTALCO MANAGEMENT SERVICES
OF PENNSYLVANIA, INC.

By: 

Lawrence F. Halpert, D.D.S.
President

DENTALCO MODERN ACQUISITION CORP.

By: 

Carl J. Sardegna
President

- 2 -

BALT01A:138096:1:02/13/98
23430-1

TRADEMARK 03 **

RECORDED: 09/19/2000

REEL: 002146 FRAME: 0255