



10-31-2000

09-20-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #40



101500662

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

9.20.00

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
- Security Agreement
- Merger
- Change of Name
- Other _____
- License
- Non-Proprietary Assignment

TRADEMARK OFFICE
 RECEIVED
 SEP 20 2000
 P. D. 46
 EXECUTION DATE
 MONTH DAY YEAR

Conveying Party

Mark if additional names of conveying parties attached

Name Dental X Change, Inc.

Execution Date
Month Day Year
09 14 2000

Formerly _____

76068300

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Comdisco, Inc.

DBA/AKATA _____

Composed of _____

Address (line 1) 6111 North River Road

Address (line 2) _____

Address (line 3) Rosemont CA 60018
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership

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.)

- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

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

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)

<input type="text" value="76068300"/>	<input type="text" value="76071187"/>	<input type="text" value="76071186"/>
<input type="text" value="76071183"/>	<input type="text" value="76071184"/>	<input type="text" value="76071185"/>
<input type="text" value="76068304"/>	<input type="text" value="76068301"/>	<input type="text" value="76068307"/>

<input type="text" value="2189001"/>	<input type="text" value="2187337"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Christine E Wilson
Angela Chan

September 18, 2000

Name of Person Signing

Signature

Date Signed

COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS AND TRADEMARKS

This Collateral Grant of Security Interest of Patents and Trademarks (this "Agreement") is made on this 14th day of September, 2000, by and between Dental X Change, Inc., (the "Grantor") and Comdisco, Inc., (the "Grantee"),

WHEREAS, Grantor and Grantee are parties to a certain Loan and Security Agreement dated September 7, 1999, as amended by the Amendment No. 1 to Subordinated Loan and Security Agreement dated September 14, 2000 (together with amendments, supplements, and extensions thereof and all exhibits and amendments thereto, collectively the "Loan Agreement").

WHEREAS, pursuant to the Loan Agreement, the Grantor has agreed to grant to Grantee a lien on and a security interest in all the present and future rights, title, and interest that Grantor may now have or hereafter acquire in all Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for patents or trademarks.

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

1. **Grant of Security Interest of Patents.** To secure the Secured Obligations, Grantor hereby grants to the Grantee, to the extent permitted by law, a lien upon and security interest in and to all of Grantor's now existing or hereafter acquired right, title, and interest in all of the following, whether now existing or hereafter arising: (i) Patents, Patent Licenses, and patent applications and specifically those listed on **Schedule A** attached hereto, as the same may be amended to include any patents hereinafter acquired and patent applications hereafter filed and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part hereof; (ii) Trademarks, Trademark Licenses, and trademark applications and specifically those 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 all registrations and renewals thereof; (iii) all Proceeds thereof.

2. **Grantee's Right to Sue.** From and after the occurrence and continuance of an Event of Default, subject to the terms of the Loan Agreement, Grantee 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 Grantee shall commence any such suit, Grantor shall, at the request of Grantee, 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 Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses, including reasonable attorney's fees, incurred by Grantee in the exercise of the foregoing rights.

3. **Loan Agreement.** The Loan Agreement is incorporated by reference in this Agreement as though set forth in full and all the capitalized words and other terms used but not otherwise defined herein are used in this Agreement with the same meaning as defined in the Loan Agreement.

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

5. **Binding Effect.** This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

6. **Governing Law.** This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois, and (where applicable) the laws of the United States of America.

IN WITNESS WHEREOF, the Grantee has duly executed this Agreement as of the date first set forth above.

Grantor: Dental X Change, Inc.

Signature:  _____

Print Name: Steve Brewer

Title: CEO

SCHEDULE A

**To Collateral Grant of Security Interest in Patents and Trademarks
Between Dental X Change, Inc. as Grantor
and Comdisco, Inc. as Grantee**

PATENTS AND PATENT APPLICATIONS

PATENTS

<u>Patent Name</u>	<u>Status and Date Issued</u>	<u>Patent Number</u>
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PATENT APPLICATIONS

<u>Name</u>	<u>Status & Date Filed</u>	<u>Application Number</u>
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PATENT LICENSES

<u>Name</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Patent Number</u>
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SCHEDULE B

To Collateral Grant of Security Interest in Patents and Trademarks Between Dental X Change, Inc. as Grantor and Comdisco, Inc. as Grantee

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS

<u>Name</u>	<u>Date Filed or Issued</u>	<u>Serial Number</u>	<u>Status</u>
Three Globe Logo	Issued 09/15/98	2,189,001	Registered
DENTAL X CHANGE	Issued 09/08/98	2,187,337	Registered

TRADEMARK APPLICATIONS

<u>Name</u>	<u>Date Filed</u>	<u>Serial Number</u>	<u>Status</u>
BETTER TOOLS FOR YOUR PRACTICE	06/08/00	76/068,300	Pending
BETTER TOOLS FOR YOUR PRACTICE	06/08/00	76/071,187	Pending
BETTER TOOLS FOR YOUR PRACTICE	06/08/00	76/071,186	Pending
DENTALXCHANGE.COM	06/08/00	76/071,183	Pending
DENTALXCHANGE.COM	06/08/00	76/071,184	Pending
DENTALXCHANGE.COM	06/08/00	76/071,185	Pending
Tooth Design	06/08/00	76/068,304	Pending
Tooth Design	06/08/00	76/068,301	Pending
Tooth Design	06/08/00	76/068,307	Pending

TRADEMARK LICENSES

Name Licensor Licensee Number