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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101740075

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

1. Name of conveying party(ies):

Miltex Dental, 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: May 25, 01

2. Name and address of receiving party(ies)

Name: General Electric Capital Corp.

Internal Address: 12th Floor

Street Address: 335 Madison Ave

City: New York State: NY Zip: 10017

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State NY 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name:

RETURN TO: FEDERAL RESEARCH CORP. 400 SEVENTH STREET NW SUITE 101 WASHINGTON DC 20004

Street:

City: State: Zip:

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 3.41):

\$590.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Patricia M. Del Rio

Name of Person Signing

Patricia M. Del Rio

Signature

5/29/01

Date

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

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

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TRADEMARK REEL: 2307 FRAME: 0853

**SCHEDULE I
JUNIOR TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

Registered Trademarks	Registration Number
Moyco®	1070067
Moyco & Design®	1070066
“Evenwet”®	735431
Acryfoil®	984592
Lightning®	549611
Para-Mill®	1028555
Prophy-Pol®	1043906
Firmdent®	1280464
Itch-Away®	1202489
Moycodent®	1322215
Indian Head®	655301
Indian Head®	1127841
Flex-R®	1399299
Mastersol®	1762335
Union Broach®	1785401
Onyx-R®	1882017
RBS®	2020667
Rapid Body Shapers®	2028585
Mor-Flex®	2268740
Sharpie®	2249640
UB M UB M (Logo)	2345006
NuTi (application)	76/149883
RE-Bag	1950548

**MILTEX DENTAL, INC.
JUNIOR TRADEMARK SECURITY AGREEMENT**

JUNIOR TRADEMARK SECURITY AGREEMENT, dated as of May 25, 2001 is entered into by and between **MILTEX DENTAL, INC.**, a Delaware corporation ("**Grantor**") and **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation, for itself and in its capacity as Junior Agent ("**Junior Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 7, 2000 (as in effect immediately prior to the amendment and restatement referred to below, the "**Original Credit Agreement**"), as amended and restated as of the date hereof, among Grantor, Miltex, Inc. ("**Miltex Instruments**" and a "**Borrower**", and together with Grantor, collectively, and jointly and severally, the "**Borrowers**"), Agent, the other Persons named therein as Credit Parties, GECC Capital Markets Group, Inc. and the financial institutions listed therein from time to time as Lenders (including all annexes, exhibits and schedules thereto, and as further amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**"), SCIL Lenders (as defined in the Credit Agreement) have agreed to make available to Borrowers, upon the terms and conditions thereof, certain revolving and term credit facilities;

WHEREAS, Borrowers wish to borrow certain Loans and cause certain Letters of Credit to be issued (as such terms are defined in the Credit Agreement);

WHEREAS, Borrowers are under common ownership, engage in business transactions with one another, and will each benefit from the Loans and the other financial accommodations made, continued or to be made under the Credit Agreement;

WHEREAS, Junior Agent and SCIL Lenders are willing to make the Loans to be made by SCIL Lenders as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Junior Agent, for itself and the ratable benefit of SCIL Lenders, that certain Junior Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Junior Security Agreement**") by and between Grantor and Junior Agent;

WHEREAS, pursuant to the Junior Security Agreement, Grantor is required to execute and deliver to Junior Agent, for itself and the ratable benefit of SCIL Lenders, this Junior Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.
2. **Grant Of Security Interest In Trademark Collateral.** To secure the payment of the SCIL Obligations and all present and future obligations of the Grantor (other than in respect of Senior Obligations) (all such SCIL Obligations and other secured obligations, the "**SCIL Secured Obligations**"), Grantor hereby grants to Junior Agent, on behalf of itself and SCIL Lenders, a

continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

- (a) all of its Trademarks and Trademark Licenses to which Grantor is a party including those referred to on Schedule I hereto but in no event any intent to use applications relating to Trademarks;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. **Junior Security Agreement.** The security interests granted pursuant to this Junior Trademark Security Agreement are granted in conjunction with the security interests granted to Junior Agent, on behalf of itself and SCIL Lenders, pursuant to the Junior Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Junior Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Junior Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Subordination.** The security interest granted hereunder to Junior Agent in favor of SCIL Lenders and the rights of such parties in respect thereof shall be subordinated to the Lien granted to Senior Agent for the benefit of Senior Lenders by Grantor pursuant to that certain Trademark Security Agreement dated as of May 25, 2001 and shall be subject in all respects to the terms of Section 8.4 of the Credit Agreement., and shall be subject in all respects to the terms of Section 8.4 of the Credit Agreement.

IN WITNESS WHEREOF, Grantor has caused this Junior Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MILTEX DENTAL, INC.,

as Grantor

By: 

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,

as Junior Agent

By: 

Name:

Title:

ACKNOWLEDGMENT OF GRANTOR

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

On this ___ day of _____, 2001 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of MILTEX DENTAL, INC., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

.....
Notary Public