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



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

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

1. Name of conveying party(ies):

Meltek Technology Corporation

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

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

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Amendment and Restatement

Execution Date: May 25, 01

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:

Internal Address:

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

City: State: Zip:

6. Total number of applications and registrations involved: 19

7. Total fee (37 CFR 3.41): \$ 450

- 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. DE RIZO

[Signature]

5/29/01

Name of Person Signing

Signature

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

SCHEDULE I
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Mark	Registration Date	Registration No.
CARB-N-SERT	12/05/2000	2,409,815
VANTAGE	5/22/1973	959,490
MILTEX MX	06/19/1973	961,584
MILTEX	06/19/1973	961,585
N-TRAILING	06/04/1985	1,339,073
MILTEX	03/22/1994	1,827,146
GRAC-EASE	12/12/1995	1,941,836
CERAM-A-GRIP	07/22/1997	2,082,512
EZ-ZYME	09/23/1997	2,100,351
TIP-IT	09/29/1998	2,192,904
THE MILTEX EDGE	03/23/1999	2,235,189
NIP-IT	10/05/1999	2,284,037
EUROSTAT	Pending	75/702736
BASELINE	Pending	75/756186
T-TYPE	Pending	75/802202
B-TYPE	Pending	75/802203
K-TYPE	04/30/2001	2,441,624
F-TYPE	Pending	75/874563
G-TYPE	Pending	75/874562

**AMENDMENT AND RESTATEMENT
OF
MILTEX TECHNOLOGY CORPORATION TRADEMARK SECURITY AGREEMENT**

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

W I T N E S S E T H:

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 Miltex, Inc. ("**Miltex Instruments**" and a "**Borrower**") and Miltex Dental, Inc. ("**Miltex Dental**" and a "**Borrower**", and together with Miltex Instruments, collectively, and jointly and severally, the "**Borrowers**"), Agent, Grantor, the other Persons named therein as Credit Parties, GECC Capital Markets Group, Inc. and the financial institutions listed therein from time to time as Senior 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**"), Senior 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, Grantor is a wholly owned subsidiary of Miltex Instruments, Borrowers are under common ownership and engage in business transactions with one another, and Grantor will benefit from the Loans and the other financial accommodations made, continued or to be made under the Credit Agreement;

WHEREAS, in order to induce Senior Lenders to make the Loans and incur the Letter of Credit Obligations (as defined in the Credit Agreement) as provided for in the Credit Agreement, Grantor agreed to grant a continuing Lien on the Trademark Collateral (each as defined in the Trademark Security Agreement) (as such Trademark Security Agreement is in effect immediately prior to the effectiveness of this amendment and restatement, the "**Original Trademark Security Agreement**");

WHEREAS, Agent wishes to assign all right, title and interest of Agent in, to and under the Original Trademark Security Agreement and the security interests granted thereunder to the Senior Agent; and

WHEREAS, Grantor and Senior Agent, as assignee, wish to amend and restate the Original Trademark Security Agreement as provided herein in order to, among other things, provide that the security interests granted under the Original Trademark Security Agreement shall continue uninterrupted in favor of Senior Agent and shall secure solely Senior Obligations;

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, and to induce Senior Lenders to provide the Loans and other financial accommodations under the Credit Agreement (i) Agent hereby assigns all right, title and interest of Agent in, to and under the Original Trademark Security Agreement and the security interests granted thereunder to Senior Agent and Senior Agent hereby accepts such assignment and assumes all obligations of Agent thereunder, and (ii) Senior Agent and Grantor hereby amend and restate the Original Trademark Security Agreement as this Amended and Restated Trademark Security Agreement:

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 Senior Obligations and all present and future obligations of the Grantor (other than in respect of SCIL Obligations) (all such Senior Obligations and other secured obligations, the “**Senior Secured Obligations**”) Grantor hereby grants to Senior Agent, on behalf of itself and Senior 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**”):

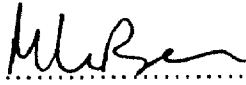
- (a) all of its Trademarks and Trademark Licenses to which Grantor is a party including those referred to on Schedule I hereto but in no event any intent to use applications relating to Trademarks;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected 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. **Security Agreement.** The security interests granted pursuant to this Amended and Restated Trademark Security Agreement are granted in conjunction with the security interests granted to Senior Agent, on behalf of itself and Senior Lenders, pursuant to the Amended and Restated Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Senior Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **Security Interest.** The Grantor hereby confirms the grant of the Lien in the Trademark Collateral made in the Original Trademark Security Agreement and agrees that such security interest continues uninterrupted in favor of Agent in its capacity as Senior Agent as collateral security for the payment and performance of the Senior Secured Obligations (as defined in the Original Trademark Security Agreement), all of which are Senior Obligations and as collateral security for the Senior Obligations and hereby further grants to the Senior Agent, for itself and for the ratable benefit of the Senior Lenders a Lien upon all of its respective right, title and interest in, to and under the Trademark Collateral as collateral security for the payment and performance of the Senior Obligations.

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


MILTEX TECHNOLOGY CORPORATION,
as Grantor

By: 

Name:
Title:


ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 

Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Senior Agent

By: 

Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

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

On this ___ day of May, 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 TECHNOLOGY CORPORATION**, 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