FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

06-14-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

6.8.01

R 101751939 ET

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [X] Other: RELEASE OF SECURITY INTEREST OF TRADEMARKS

Effective Date Month Day Year: 05/22/2001

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Carewell Industries, Inc.

Execution Date Month Day Year: 05/22/2001

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: New York

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Wells Fargo Bank, N.A., as Collateral Agent

DBA/AKA/TA:

Composed of:

Address (line 1): 1445 Ross Avenue

Address (line 2):

Address (line 3): Dallas (City) Texas (State/Country) 75202 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [ ] Association

[ ] Other

[ ] 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).*

[ ] Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

06/13/2001 TDIAZ1 00000134 74430205

01 FC:481 40.00 OP
02 FC:482 150.00 OP

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

LA1:934747.1

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: 213-430-7267

Name: Michael J. Neary

Address (line 1): O'Melveny & Myers LLP

Address (line 2): 400 South Hope Street

Address (line 3): Los Angeles, California 90071-2898

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 3

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)		
74/430,205			1,593,080	1,988,424	
			2,104,218	2,007,049	
			2,162,261	2,070,125	

Number of Properties

Enter the total number of properties involved. # 7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 190.00

Method of Payment: Enclosed [X] 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.

Michael J. Neary — Name of Person Signing

Michael Neary — Signature

06/08/2001 — Date Signed

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

☐ Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ 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 the Assignment).*

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Trademark Application Number(s) or Registration Number(s)

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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)		

LA1:934747.1

RELEASE OF SECURITY INTEREST OF TRADEMARKS

This Release of Security Interest is dated as of May 22, 2001. Reference is hereby made to the Subsidiary Security Agreement dated as of January 28, 1998 (the "**Security Agreement**") by and between Carewell Industries, Inc. (**"Grantor"**), a New York corporation, and Wells Fargo Bank, N.A., as Collateral Agent ("**Collateral Agent**"), or an abstract thereof, recorded with the United States Patent and Trademark Office on or about August 25, 1998.

Wells Fargo Bank, N.A. hereby notifies, acknowledges to and agrees with Grantor that the security interest granted by Grantor to Collateral Agent pursuant to the terms of the Grant of Security Interest (as such term as defined in the "**Grant of Security**") including without limitations, the trademarks listed on the attached Schedule A, are terminated and released as of the date hereof, and that Collateral Agent hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to the Grant of Security Interest to such Trademark Collateral.

Such Collateral Agent releases all liens, pledges, security interests, charges and other encumbrances of whatever nature (collectively, "**Encumbrances**") on the Release of Security Interest including, without limitation, those Encumbrances created under or in connection with the Security Agreement.

Such Grantor hereby agrees to take such further actions and to execute such further documents as Collateral Agent may reasonably request to effect and evidence this Release, including, without limitation, the execution of any filings, statements, amendments, recordations or other instruments required to maintain the applications or registrations of the Trademark Collateral and record the chain of title accordingly with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, Collateral Agent has caused this Release of Security Interest to be duly executed and delivered by its duly authorized officer as of the date first above written.

WELLS FARGO BANK, N.A.,
as Collateral Agent

By: _____
Name: **Reginald M. Goldsmith, III**
Title: **Vice President**

TRADEMARK
REEL: 002313 FRAME: 0429

STATE OF TEXAS)
)
COUNTY OF DALLAS)

On ~~May~~ JUNE 05, 2001 before me, REGINALD M. GOLDSMITH personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand this 05th day of ~~May~~ JUNE, 2001.

Arline O'Neal Moses
Notary Public in and for the
State of Texas

TRADEMARK
REEL: 002313 FRAME: 0430

SCHEDULE A
TO
RELEASE OF SECURITY INTEREST OF TRADEMARKS

Registered:

	Trademark	Reg. No.	Reg. Date
1.	DENTAX	1,593,080	04/24/90
2.	DENTAX	2,104,218	10/07/97
3.	DENTAX	2,162,261	06/02/98
4.	BECAUSE YOUR SMILE DESERVES CUSTOM CARE	1,988,424	07/23/96
5.	CLEAN STREAM	2,007,049	10/08/96
6.	WHITE CLOUD	2,070,125	06/10/97

Pending Applications:

	Trademark	Serial No.	Filing Date
1.	WHITE CLOUD	74/430,205	08/29/93

RECORDED: 06/08/2001

TRADEMARK
REEL: 002313 FRAME: 0431