

08-02-2001



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

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COVER SHEET

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

TRADEMARKS ONLY

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

1. Name of conveying party(ies): Dyntec, Inc. 11/29/01 Individual(s) Association General Partnership Limited Partnership Corporation-State Nevada (formerly Kentucky) Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Mid-South Dental Partners, Inc. Internal Address: Street Address: 313 Professional Park Avenue City: Effingham State: Illinois Zip: 62401 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Illinois 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: April 28, 2000

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 74656637 75154928 B. Trademark Registration No.(s) 1920534, 2083975, 2241466, 1771781, 1857400, 1978475, 1918302 Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: John R. Mannix, Jr. Internal Address: Piper Marbury Rudnick & Wolfe Street Address: 203 North LaSalle Street, Suite 1800 City: Chicago State: Illinois Zip: 60601

6. Total number of applications and registrations involved: 9 7. Total fee (37 CFR 3.41): \$ 240.00 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. John R. Mannix, Jr. Signature July 20, 2001 Date Total number of pages including cover sheet, attachments and document: 9

08/01/2001 GTON11 00000100 74656637 01 FC:481 40.00 DP 02 FC:482 200.00 DP

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

## ASSIGNMENT OF TRADEMARKS

**WHEREAS**, Dyntec, Inc. ("Dyntec"), is the sole and exclusive owner of the United States trademark applications and registrations described on Exhibit A attached hereto and made a part hereof (the "Trademarks"); and

**WHEREAS**, as collateral security for the payment of a certain loan (the "Sirrom Loan"), Dyntec granted a security interest in the Trademarks to Sirrom Capital Corporation (n/k/a Finova Mezzanine Capital Inc.) pursuant to a Trademark Security Agreement dated as of July 7, 1997, executed by Dyntec in favor of Sirrom Capital Corporation and recorded in the United States Patent and Trademark Office at Real/Frame: 1609/0624 and 1617/0254 (the "First Trademark Security Agreement"); and

**WHEREAS**, as collateral security for the payment of certain loans (the "CSC and SVF Loans"), Dyntec granted a security interest in the Trademarks to Capital Southwest Corporation and Southern Venture Fund SBIC, L.P. pursuant to a Trademark Security Agreement dated as of September 10, 1999, executed by Dyntec in favor of Capital Southwest Corporation and Southern Venture Fund SBIC, L.P. and recorded in the United States Patent and Trademark Office on September 16, 1999, at Real/Frame: 1959/0294 (the "Second Trademark Security Agreement"); and

**WHEREAS**, the Sirrom Loan and the CSC and SVF Loans (collectively, the "Loans") have been assigned to Mid-South Dental Partners, Inc., together with the collateral security therefor, including the First Trademark Security Agreement and the Second Trademark Security Agreement pursuant to Assignments of Trademark Security Agreement, each dated April 26, 2000, copies of which are attached hereto and made a part hereof as Exhibits B and C-1 and C-2, respectively; and

**WHEREAS**, pursuant to Section 9-505 of the Uniform Commercial Code, Mid-South Dental Partners, Inc. has proposed to retain the Trademarks and certain other collateral pledged by Dyntec to secure the Loans in satisfaction of the obligations of Dyntec under the Loans; and

**WHEREAS**, Dyntec has acknowledged that it is in default under the First Trademark Security Agreement and under the Second Trademark Security Agreement and has renounced all rights to the collateral described in the First Trademark Security Agreement and the Second Trademark Security Agreement, including the Trademarks, as set forth in the Renunciations of Rights by Debtor dated April 28, 2000, copies of which are attached hereto and made a part hereof as Exhibits D and E, respectively; and

**WHEREAS**, Mid-South Dental Partners, Inc. is retaining the Trademarks and certain other collateral pledged by Dyntec to secure the Loans in satisfaction of the obligations of Dyntec under the Loans; and

**WHEREAS**, to confirm Mid-South Dental Partners, Inc. as the sole and exclusive owner of the Trademarks, Dyntec has agreed to execute and deliver this Assignment of Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Dyntec does hereby sell, assign, transfer and set over to Mid-South Dental Partners, Inc., all its right, title and interest in, to and under the Trademarks and registrations, together with the goodwill of the business symbolized by the Trademarks, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by Mid-South Dental Partners, Inc. for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Dyntec if this Assignment of Trademarks had not been made.

**IN WITNESS WHEREOF**, Dyntec has caused this Assignment of Trademarks to be executed by its President thereunto duly authorized.

**DYNTEC, INC.**

By: \_\_\_\_\_

Joseph R. Havill, President

Dated: April 28, 2000

**EXHIBIT A**  
**to**  
**ASSIGNMENT OF TRADEMARKS**

1.    Application Number: 74656637                      Filing Date:    04/06/1995  
      Registration Number:                              Issue Date:       
  
      Mark: Dentistry 2100
2.    Application Number: 75154928                      Filing Date:    08/23/1996  
      Registration Number:                              Issue Date:       
  
      Mark: Dentistry Plus
3.    Application Number: 74581851                      Filing Date:    10/04/1994  
      Registration Number: 1920534                    Issue Date:     09/19/1995  
  
      Mark: Dentistry 2000
4.    Application Number: 75154934                      Filing Date:    08/23/1996  
      Registration Number: 2083975                    Issue Date:     07/29/1997  
  
      Mark: Dyntec
5.    Application Number: 75248753                      Filing Date:    02/27/1997  
      Registration Number: 2241466                    Issue Date:     04/27/1999  
  
      Mark: Dentistry Plus
6.    Application Number: 74269519                      Filing Date:    04/27/1992  
      Registration Number: 1771781                    Issue Date:     05/18/1993  
  
      Mark: Dentistry 2000
7.    Application Number: 74367608                      Filing Date:    03/12/1993  
      Registration Number: 1857400                    Issue Date:     10/04/1994  
  
      Mark: Dentistry 2000
8.    Application Number: 74702767                      Filing Date:    07/17/1995  
      Registration Number: 1978475                    Issue Date:     06/04/1996  
  
      Mark: Dentistry 2100
9.    Application Number: 74581888                      Filing Date:    10/04/1994  
      Registration Number: 1918302                    Issue Date:     09/12/1995  
  
      Mark: Dentistry 2000

**ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT**

This Assignment of Trademark Security Agreement ("Assignment") is executed as of April 26, 2000, by FINOVA Mezzanine Capital Inc. ("Assignor"), a Tennessee corporation, formerly known as Sirrom Capital Corporation and successor by merger to Sirrom Investments, Inc., in favor of MID-SOUTH DENTAL PARTNERS, INC. ("Assignee"), an Illinois corporation.

Assignor hereby assigns, quitclaims and conveys to Assignee all of Assignor's right, title and interest in and to the Trademark Security Agreement (the "Security Agreement"), dated July 7, 1997, executed by Dyntec, Inc. in favor of Assignor and recorded in the United States Patent and Trademark Office at Reel/Frame: 1609/0624 & <sup>1617/0254</sup> (the Security Agreement is attached hereto as Exhibit A and incorporated herein by reference). This Assignment is made without any warranty, express or implied, except as provided in that Assignment of Note and Collateral of even date herewith executed by Assignor and Assignee.

This Assignment shall inure to the benefit of the heirs, successors and assigns of Assignee.

**IN WITNESS WHEREOF**, Assignor has executed this instrument as of the 26th day of April, 2000.

FINOVA MEZZANINE CAPITAL INC., a Tennessee corporation, formerly known as Sirrom Capital Corporation and successor by merger to Sirrom Investments, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Lynald J. Ralichman*  
*VICE PRESIDENT*

(**Note:** Sirrom Capital Corporation changed its name to Finova Mezzanine Capital Inc. by Articles of Amendment of Amended and Restated Charter of Sirrom Capital Corporation dated April 2, 1999 and filed with the Tennessee Secretary of State on April 5, 1999).

**ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT**

This Assignment of Trademark Security Agreement ("Assignment") is executed as of April 26, 2000, by Capital Southwest Corporation, a Texas corporation ("CSC") and Southern Venture Fund SBIC, L.P., a Delaware limited partnership ("SVF" and together with CSC, the "Assignor") in favor of Mid-South Dental Partners, Inc., an Illinois corporation ("Assignee").

Assignor hereby sells, assigns and transfers to Assignee without recourse, representation or warranty (except as provided in that certain Assignment Agreement dated as of April 26, 2000, between CSC and Assignor and that certain Assignment Agreement dated as of April 26, 2000, between SVF and Assignee) all of Assignor's rights and interests in, to and under that certain Trademark Security Agreement dated as of September 10, 1999 executed by Dyntec, Inc. in favor of CSC and SVF and recorded in the United States Patent and Trademark Office on September 16, 1999, at Reel/Frame: 001959/0294.

**IN WITNESS WHEREOF**, Assignor has executed this Assignment of Trademark Security Agreement as of the 26<sup>th</sup> day of April, 2000.

**CAPITAL SOUTHWEST  
CORPORATION**

**SOUTHERN VENTURE FUND SBIC,  
L.P.**

By: *William R. Thomas*  
Its: *President*

By: <sup>General Partner</sup>  
**SVF SBIC, L.P., its General Partner**

By: \_\_\_\_\_  
Partner

By: \_\_\_\_\_  
Partner

**ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT**

This Assignment of Trademark Security Agreement ("Assignment") is executed as of April 26, 2000, by Capital Southwest Corporation, a Texas corporation ("CSC") and Southern Venture Fund SBIC, L.P., a Delaware limited partnership ("SVF" and together with CSC, the "Assignor") in favor of Mid-South Dental Partners, Inc., an Illinois corporation ("Assignee").

Assignor hereby sells, assigns and transfers to Assignee without recourse, representation or warranty (except as provided in that certain Assignment Agreement dated as of April 26, 2000, between CSC and Assignor and that certain Assignment Agreement dated as of April 26, 2000, between SVF and Assignee) all of Assignor's rights and interests in, to and under that certain Trademark Security Agreement dated as of September 10, 1999 executed by Dyntec, Inc. in favor of CSC and SVF and recorded in the United States Patent and Trademark Office on September 16, 1999, at Reel/Frame: 001959/0294.

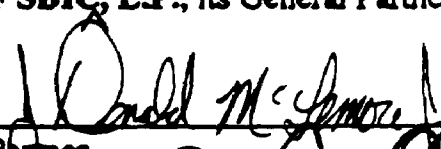
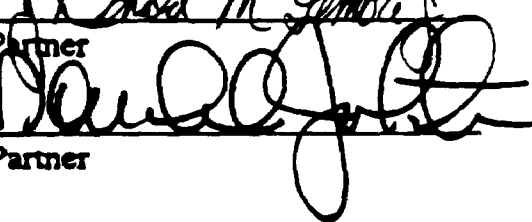
IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademark Security Agreement as of the 26<sup>th</sup> day of April, 2000.

**CAPITAL SOUTHWEST  
CORPORATION**

**SOUTHERN VENTURE FUND SBIC,  
L.P.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: <sup>GENERAL PARTNER</sup> SVF SBIC, L.P., its General Partner

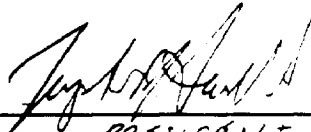
By:   
Partner  
By:   
Partner

**RENUNCIATION OF RIGHTS BY DEBTOR**

To: Mid-South Dental Partners, Inc., as assignee of FINOVA Mezzanine Capital Inc. (formerly known as Sirrom Capital Corporation and successor by merger to Sirrom Investments, Inc.)

The undersigned, Dyntec, Inc., as the debtor in the Security Agreement dated as of July 7, 1997, between the undersigned and Sirrom Capital Corporation (n/k/a FINOVA Mezzanine Capital Inc.), as the secured party, and as the debtor in the Trademark Security Agreement dated as of July 7, 1997, between the undersigned and Sirrom Capital Corporation (n/k/a FINOVA Mezzanine Capital Inc.), as the secured party, hereby acknowledges that the undersigned is in default under said Security Agreement and said Trademark Security Agreement and renounces all right to the collateral described in said Security Agreement and said Trademark Security Agreement.

**DYNTEC, INC.**

By:   
Its: PRESIDENT

Dated: April 28, 2000

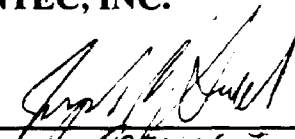


RENUNCIATION OF RIGHTS BY DEBTOR

To: Mid-South Dental Partners, Inc., as assignee of Capital Southwest Corporation and Southern Venture Fund SBIC, L.P

The undersigned, Dyntec, Inc., as the debtor in the Security Agreement dated as of September 10, 1999, between the undersigned and Capital Southwest Corporation ("CSC") and Southern Venture Fund SBIC, L.P. ("SVF"), as the secured party, and as the debtor in the Trademark Security Agreement dated as of September 10, 1999, between the undersigned and CSC and SVF, as the secured party, and as the debtor in the Pledge and Security Agreement dated as of September 10, 1999, between the undersigned and CSC and SVF, as the secured party, hereby acknowledges that the undersigned is in default under said Security Agreement, said Trademark Security Agreement and said Pledge and Security Agreement, and renounces all right to the collateral described in said Security Agreement, said Trademark Security Agreement and said Pledge and Security Agreement.

DYNTEC, INC.

By:   
Its: PRESIDENT

Dated: April 28, 2000