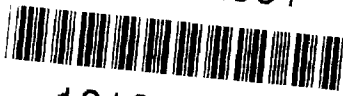


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): ENDOMAGIC, INC. 10-12-01

2. Name and address of receiving party(ies) Name: General Electric Capital Corporation Internal Address: As Junior Agent Street Address: 335 Madison Avenue City: NY State: NY Zip: 10017

3. Nature of conveyance: Security Agreement Execution Date: October 5, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,202,808 2,001,618

Additional name(s) & address(es) attached? No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Patricia M. Del Rio Internal Address: c/o Clifford Chance Rogers & Wells, LLP Street Address: 200 Park Avenue City: NY State: NY Zip: 10166

6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41): \$65.00 8. Deposit account number:

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 Signature Date 10/10/2001

10/31/2001 TDIAZI 00000001 2202808 01 FC:481 02 FC:482 40.00 OP 25.00 OP

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

TRADEMARK REEL: 002392 FRAME: 0666

ENDOMAGIC, INC.
JUNIOR TRADEMARK SECURITY AGREEMENT

JUNIOR TRADEMARK SECURITY AGREEMENT, dated as of October 5, 2001 is entered into by and between **ENDOMAGIC, 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**").

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 May 25, 2001 and further amended as of the date hereof, among Miltex Dental, Inc. ("**Miltex Dental**" and a "**Borrower**"), Miltex, Inc. ("**Miltex Instruments**" and a "**Borrower**", and together with Miltex Dental, collectively, and jointly and severally, the "**Borrowers**"), General Electric Capital Corporation as 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 made certain term loans and have agreed to make available to Borrowers, upon the terms and conditions thereof, certain revolving 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 Dental, 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, 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 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 October 5, 2001 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.

ENDOMAGIC, INC.,
as Grantor

By: 
Name: **MATT LEBARON**
Title: **SECRETARY**

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Junior Agent

By:



Name:

Laurent Paris, VP

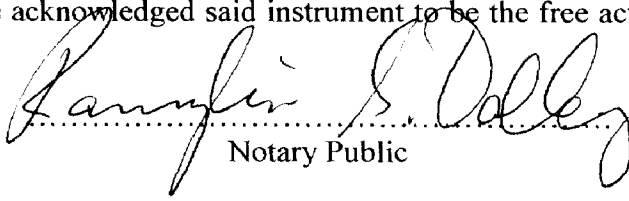
Title:

Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

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

On this 4th day of October, 2001 before me personally appeared Matthew LeBaron, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **ENDOMAGIC, 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

RANNYLIN S. DALLEY
NOTARY PUBLIC, State of New York
No. 01DA6036877
Qualified in New York County
Commission Expires Jan. 10, 2002

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

Mark	Registration Date	Registration No.
ENDOMAGIC!	November 3, 1998	2,202,808
ENDO MAGIC!	September 17, 1996	2,001,618
ENDOMAGIC	N/A	N/A
ENDO-MAGIC	N/A	N/A