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

Tab settings

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

1. Name of conveying party(ies): Orametrix, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Comerica Bank-California, Internal successor by merger to Address: Imperial Bank

Street Address: 226 Airport Parkway City: San Jose State: CA Zip: 95110

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State California, 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: October 19, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 75-818757; 75-818755

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: Michael R. McDoniel

Internal Address: LOCKE LIDDELL & SAPP

Street Address: 100 Congress Ave., Suite 300

City: Austin State: TX Zip: 78701

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- 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.

Michael R. McDoniel Name of Person Signing

Signature

October 31, 2001 Date

Total number of pages including cover sheet, attachments, and document: 6

01/14/2002 DBYRNE 00000262 75818757

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

01 FC:481 40.00 OP 02 FC:482 25.00 OP

TRADEMARK REEL: 002422 FRAME: 0301

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of October 19, 2001 by and between COMERICA BANK-CALIFORNIA ("Bank"), successor by merger to Imperial Bank, and ORAMETRIX, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated September 20, 1999 (as the same may have been or may hereafter be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to extend certain financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

12740 Hillcrest Road, Suite 100
Dallas, TX 75230
Attn: MARION D. PELFFER

GRANTOR:

ORAMETRIX, INC.

By: [Signature]

Title: VP & CHIEF FINANCIAL OFFICER

Address of Bank:

9920 S. La Cienega Blvd., Suite 628
Inglewood, CA 90301
Attn: Corporate Banking Center

BANK:

COMERICA BANK-CALIFORNIA

By: [Signature]

Title: Chief Executive Officer



EXHIBIT A

Copyrights

Registration
Number

Registration
Date

Description

EXHIBIT B

Patents

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Method and Apparatus for Determining and Monitoring Orthodontic Treatment	09/451,637	11/30/99
Method and Apparatus for Treating an Orthodontic Patient	09/451,560	11/30/99
Method and Apparatus for Treatment of an Orthodontic Patient	09/452,038	11/30/99
Method and Apparatus for Automated Generation of a Patient Treatment	09/452,033	11/30/99
Method and Apparatus for Generating a Desired Three-Dimensional Digital Model of an Orthodontic Structure	09/452,031	11/30/99
Method and Apparatus for Stimulating Tooth Movement for an Orthodontic Patient	Reg. No. 6,250,918 App. No. 09/451,609	Reg. 06/26/01 App. 11/30/99
Method and Apparatus for Designing and Orthodontic Apparatus to Provide Tooth Movement	09/451,564	11/30/99

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ORAMETRIX	75-818757	10/8/99 *
SURESMILE	75-818755	10/8/99 *