



07-05-2002



102144995

JD

Form PTO 3594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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):

Hawe Neos Dental SA

06/28/02

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: June 6, 2002

2. Name and address of receiving party(ies)

Name: Credit Suisse First Boston

Internal Address:

Street Address: Eleven Madison Avenue

City: New York State: NY Zip: 10010

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other Bank - Switzerland

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

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

A. Trademark Application No.(s)

76/215,842

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: Tara O'Hagan

Internal Address: O'Melveny & Myers LLP

Street Address: 153 E. 53rd Street

Rm 5249

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- 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.

Tara O'Hagan Name of Person Signing

Tara O'Hagan Signature

6/25/02 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

07/03/2002 LMJELLER 00000221 76215842

01 FC:481

40.00 OP

TRADEMARK REEL: 002538 FRAME: 0103

## GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, **KERR CORPORATION**, a Delaware corporation, **ORMCO CORPORATION**, a Delaware corporation, **METREX RESEARCH CORPORATION**, a Delaware corporation, and **PINNACLE PRODUCTS, INC.**, a Wisconsin corporation (each individually referred to herein as "**Grantor**" and collectively as "**Grantors**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, Sybron Dental Management, Inc., a Delaware corporation ("**Company**"), Kerr Corporation, a Delaware corporation ("**Kerr**"), Ormco Corporation, a Delaware corporation ("**Ormco**"), and Pinnacle Products, Inc., a Wisconsin corporation ("**Pinnacle**"; each of Company, Kerr, Ormco and Pinnacle are individually referred to herein as a "**Domestic Borrower**" and collectively, on a joint and several basis, as the "**Domestic Borrowers**"), Hawe Neos Holding SA, a corporation organized under the laws of Switzerland ("**Offshore Borrower**"; Offshore Borrower and each of the Domestic Borrowers are each individually referred to herein as a "**Borrower**" and collectively, as the "**Borrowers**") and Sybron Dental Specialties, Inc., a Delaware corporation ("**Holdings**") have entered into a Credit Agreement dated as of June 6, 2002 with the financial institutions that are, from time to time, party thereto as lenders (each individually referred to herein as a "**Lender**" and collectively as "**Lenders**"), LaSalle Bank National Association, as syndication agent ("**Syndication Agent**"), Bank of Tokyo-Mitsubishi, Ltd., Chicago Branch, Fleet National Bank and Credit Lyonnais New York Branch, as co-documentation agents (each a "**Co-Documentation Agent**" and collectively, the "**Co-Documentation Agents**"), and Credit Suisse First Boston ("**CSFB**"), as administrative agent for Lenders (in such capacity, "**Administrative Agent**"), sole lead arranger and book running manager (in such capacity, "**Secured Party**") (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers;

WHEREAS Company and other Loan Parties may from time to time enter, or may from time to time have entered, into one or more Secured Hedge Agreements (as such term is defined in the Security Agreement) with one or more Hedge Agreement Counterparties (as such term is defined in the Security Agreement), and it is desired that the Hedge Agreement Obligations (as such term is defined in the Security Agreement) of Company and any other Loan Party under the Secured Hedge Agreements, together with all obligations of Company and the other Subsidiaries of Holdings under the Credit Agreement and the other Loan Documents, be guarantied hereunder;

WHEREAS, each Grantor has executed and delivered that certain Subsidiary Guaranty dated as of June 6, 2002 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Subsidiary Guaranty**") or that certain Borrowers' Guaranty dated as of June 6, 2002 (said Borrowers' Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Borrowers' Guaranty**"), as applicable, in favor of Secured Party for the benefit of Lenders and

any Hedge Agreement Counterparties , pursuant to which such Grantor has guaranteed the prompt payment and performance when due of all obligations of Borrowers under the Credit Agreement and the other Loan Documents and all obligations of the Loan Parties under the Secured Hedge Agreements, including without limitation the obligation of Company or any other Loan Party to make payments thereunder in the event of early termination thereof; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of June 6, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantors, Secured Party and the other grantors named therein, each Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes: (i) whatever is acquired upon the sale, lease, license, exchange, or other disposition of Trademark Collateral; (ii) whatever is collected on, or distributed on account of, Trademark Collateral; (iii) rights arising out of Trademark Collateral; (iv) to the extent of the value of the Trademark Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral; (v) to the extent of the value of the Trademark Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not Secured Party is the loss payee thereof); and (vi) whatever is

receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer or authorized representative thereunto duly authorized as of the \_\_ day of June, 2002.

**KERR CORPORATION  
ORMCO CORPORATION  
METREX RESEARCH CORPORATION  
PINNACLE PRODUCTS, INC.**

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

Name: Stephen J. Tomassi

Title: Authorized Representative

**SCHEDULE A**  
**TO**  
**GRANT OF TRADEMARK SECURITY INTEREST**

[See attached.]

EXECUTION

NY1:862556  
Grant of Trademark  
Security Interest

**RECORDED: 06/28/2002**

**TRADEMARK**  
**REEL: 002538 FRAME: 0108**