FORM PTO-1594 (Modified)
T-31-92

11-21-03

11-25-2003

102608176

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

T
orney Docket No.: 52962-0001-0001; -0002

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

1. Name of conveying party(ies):

Bank of America, N.A.
a Delaware corporation

2. Name and address of receiving party(ies):

Rush Dental Associates of Pennsylvania, P.C.,
a Professional Corporation of the State of Pennsylvania

Ayes Dental Associates of Southern New Jersey, P.A.,
a Professional Association of the State of New Jersey
both at: 437 Chestnut Street, Suite 500
Philadelphia, PA 19106

[ ] Individual(s) citizenship:
[ ] Association:
[ ] General Partnership:
[ ] Limited Partnership:
[ ] Corporation-State:
[X] Other: See above.

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: [ ] Yes; [X] No
(Designations must be a separate document from Assignment)

3. Nature of conveyance:

[ ] Assignment [ ] Merger
[ ] Security Agreement [ ] Change of Name
[X] Other: Bill of Sale

Execution Date: September 11, 2000

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

A. Trademark Application No.(s):

B. Trademark Registration Nos.:

1,806,609 1,620,490

5. Name and address of party to whom correspondence document should be mailed:

Meredith A. Carlo, Esq.
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, D.C. 20004

Telephone: 202-739-5564
Facsimile: 202-739-3001
E-mail: Mcarlo@morganlewis.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) Cal. 1 x $40.00 = $ 40.00
1 x $25.00 = $ 25.00

Total $ 65.00

[X] Authorized to be charged to deposit account

8. Deposit account number: 13-4520

11/24/2003 DBYRNE 00000111 134520 1806609
01 FC:8021 40.00 DA
02 FC:8522 25.00 DA

DO NOT USE THIS SPACE

2003 NOV 21 AM 11:02
OPR/FINANCE

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.

Meredith A. Carlo
Name of Person Signing

Meredith A Carlo
Signature

November 20, 2003
Date

Total number of pages including cover sheet, attachments and document: 11

OMB No. 0651-0011 (exp. 4/94)

1-WA/2087211.1

BILL OF SALE

This Bill of Sale is entered into by and between **BANK OF AMERICA, N.A.** ("**Secured Party**") and **RUSH DENTAL ASSOCIATES OF PENNSYLVANIA, P.C.** ("**Purchaser**").

RECITALS:

A. DentalCo, Inc. ("**Borrower**") is a party to that certain Credit Agreement dated as of December 31, 1996, among Borrower, the lenders named therein, and Secured Party as successor to Banc of America Commercial Finance Corporation (formerly NationsCredit Commercial Corporation), as agent for the Lenders (as amended, the "**Credit Agreement**"; capitalized terms used and not otherwise defined herein are used as defined in the Credit Agreement).

B. In connection with the Credit Agreement, DentalCo Modern Acquisition Corp., a Maryland corporation ("**Debtor**"), has executed in favor of Secured Party that certain Subsidiary Security Agreement, dated as of December 19, 1997 (the "**Security Agreement**"), granting to Secured Party a security interest in the following assets (collectively, the "**Property**"):

(a) all accounts, as such term is defined in the Uniform Commercial Code as in effect in the State of Georgia (the "**UCC**"), now owned or hereafter acquired by Debtor, including all accounts receivable, contract rights, book debts, notes, drafts and other obligations or indebtedness owing to Debtor arising from the sale, lease or exchange of goods or other property by Debtor and/or the performance of services by Debtor (including any such obligation which might be characterized as an account, contract right or general intangible under the Uniform Commercial Code in effect in any jurisdiction) and all of Debtor's rights in, to and under all purchase orders for goods, services or other property, and all of Debtor's rights to any goods, services or other property represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation and rights to stoppage in transit) and all monies due to or to become due to Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services by it (whether or not yet earned by performance on the part of Debtor), in each case whether now in existence or hereafter arising or acquired including, without limitation, the right to receive the proceeds of said purchase orders and contracts and all collateral security and guarantees of any kind given by any person with respect to any of the foregoing (collectively, the "**Accounts**");

(b) all inventory, as such term is defined in the UCC, now owned or hereafter acquired by Debtor, wherever located, and shall also mean and include all raw materials and other materials and supplies, work-in-process

and finished goods and any products made or processed therefrom and all substances, if any, commingled therewith or added thereto (collectively, the "**Inventory**");

(c) all general intangibles, as such term is defined in the UCC, now owned or hereafter acquired by Debtor, including (i) all obligations or indebtedness owing to Debtor (other than Accounts) from whatever source arising, (ii) all patents, patent licenses, trademarks, trademark licenses, rights in intellectual property, goodwill, trade names, service marks, trade secrets, copyrights, permits and licenses, (iii) all rights or claims in respect of refunds for taxes paid and (iv) all rights in respect of any pension plan or similar arrangement maintained for employees of all members of the controlled group treated as a single employer under Section 414 of the Internal Revenue Code of 1986, as amended from time to time;

(d) all documents, as such term is defined in the UCC, or other receipts covering, evidencing or representing goods, now owned or hereafter acquired by Debtor (collectively, the "**Documents**");

(e) all instruments, chattel paper or letters of credit (each as defined in the UCC), including those evidencing, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances, now owned or hereafter acquired by Debtor (collectively, the "**Instruments**");

(f) all equipment, as such term is defined in the UCC, now owned or hereafter acquired by Debtor, including without limitation all motor vehicles, trucks, trailers, railcars and barges;

(g) all books and records (including customer lists, credit files, computer programs, printouts and other computer materials and records) of Debtor pertaining to any of the Property; and

(h) all insurance policies of Debtor.

C. The indebtedness secured by the Property pursuant to the Security Agreement is in default, and Secured Party has notified Debtor of its intent to sell the Property at private sale pursuant to Section 9-504(3) of the UCC.

D. Secured Party desires to sell that portion of the Property which is used solely and exclusively in connection with the operation of the dental practice of Ayes & Rush Dental Associates of Pennsylvania, P.C. to Purchaser, and Purchaser desires to purchase such portion of the Property from Secured Party at private sale pursuant to Section 9-504(3) of the UCC.

TRADEMARK
REEL: 002868 FRAME: 0549

AGREEMENT:

1. For and in consideration of the Purchase Price (as defined in the Private Sale Agreement of even date, between Purchaser and Secured Party), Secured Party, as a secured party pursuant to the Security Agreement and Section 9-504 of the UCC, hereby sells and transfers to Purchaser all right, title and interest in and to all of the Property (if any) which is used solely and exclusively in connection with the operation of the dental practice of Ayes & Rush Dental Associates of Pennsylvania, P.C., which Secured Party has the power to convey pursuant to Section 9-504(4) of the UCC. It is the intent of the parties that Purchaser is conveyed hereunder only such portion of the Property (if any) which is used solely and exclusively in connection with the operation of the dental practice of Ayes & Rush Dental Associates of Pennsylvania, P.C., that the remainder of the Property shall not be conveyed to Purchaser hereunder, and that Secured Party's lien upon and security interest in the remainder of the Property shall be unaffected by this conveyance and shall remain in full force and effect.

2. Secured Party represents and warrants that (i) the Security Agreement is a legal, valid and binding obligation of Debtor, (ii) the indebtedness secured by the Security Agreement is in default, (iii) Secured Party is entitled to dispose of the Property pursuant to Section 9-504 of the UCC, (iv) Secured Party has given notice to Debtor of its intention to sell the Property at private sale as required by law, (v) Secured Party has not entered into any written agreement which subordinates its security interest in the Property to any other creditor of Debtor, and (vi) Secured Party has not received written notice from any third party claiming a conflicting or subordinate security interest in the Property.

3. **PURCHASER ACKNOWLEDGES THAT, EXCEPT AS SET FORTH IN PARAGRAPH 2 ABOVE, SECURED PARTY MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE SALE OF THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ACKNOWLEDGES AND AGREES THAT SECURED PARTY HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE QUALITY, VALUE, SAFETY, DESIGN, SOUNDNESS, COLLECTIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER CONDITION OF THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES THAT SECURED PARTY HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING DEBTOR'S TITLE TO THE PROPERTY OR (EXCEPT AS SET FORTH IN CLAUSE 2(v) ABOVE) THE PRIORITY OF SECURED PARTY'S SECURITY INTEREST IN THE PROPERTY.**

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4. Purchaser acknowledges that it has conducted such investigation and inspection of the Property as it has deemed necessary to satisfy itself as to the existence and nature of the Property, that it is purchasing the Property **AS-IS AND WHERE-IS,** that it is not relying on any representations or warranties of Secured Party except as set forth in Paragraph 2 above, and that it is not relying on Secured Party for delivery of the Property or for otherwise obtaining possession of, or custody or control over, the Property. Purchaser further acknowledges that, to the extent any of the Property constitutes accounts, receivables or other obligations of third parties to Debtor, Secured Party's transfer and sale of such Property to Purchaser is **WITHOUT RECOURSE.**

5. Purchaser agrees to pay any and all sales, use or excise taxes applicable to the sale of the Property hereunder by Secured Party to Purchaser.

6. This Bill of Sale supersedes all prior discussions and agreements between Secured Party and Purchaser with respect to the purchase and sale of the Property and other matters contained herein, and this Bill of Sale contains the sole and entire understanding and agreement between Secured Party and Purchaser with respect thereto.

7. This Bill of Sale shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

8. **EACH PARTY TO THIS BILL OF SALE HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA AND OF ANY GEORGIA COURT SITTING IN THE CITY OF ATLANTA, GEORGIA FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS BILL OF SALE OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS BILL OF SALE IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE JURISDICTION AND VENUE OF THE COURTS SUBMITTED TO AND AGREED UPON IN THIS PARAGRAPH ARE NOT EXCLUSIVE BUT ARE CUMULATIVE AND IN ADDITION TO THE JURISDICTION OF ANY OTHER COURT UNDER ANY APPLICABLE LAWS OR IN EQUITY. PURCHASER HEREBY AGREES THAT PURCHASER SHALL NOT INSTITUTE ANY SUIT OR LEGAL ACTION AGAINST SECURED PARTY CONCERNING THE INTERPRETATION, CONSTRUCTION, VALIDITY, ENFORCEMENT OR PERFORMANCE OF THIS BILL OF SALE EXCEPT IN A STATE OR FEDERAL COURT SITTING IN ATLANTA, GEORGIA AND HEREBY**

TRADEMARK
REEL: 002868 FRAME: 0551

EXPRESSLY CONSENTS TO THE REMOVAL OF ANY SUCH SUIT OR LEGAL ACTION FILED BY PURCHASER IN ANY OTHER VENUE TO ANY STATE OR FEDERAL COURT SITTING IN ATLANTA, GEORGIA.

9. **EACH PARTY TO THIS BILL OF SALE HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS BILL OF SALE OR THE TRANSACTIONS CONTEMPLATED HEREBY AND TO THE FULLEST EXTENT PERMITTED BY LAW WAIVES ANY RIGHTS THAT IT MAY HAVE TO CLAIM OR RECEIVE CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS BILL OF SALE OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

10. This Bill of Sale may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

11. For purposes of this Bill of Sale, signatures delivered by facsimile shall be as binding as originals upon the parties so signing.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed and delivered as of the date set forth beside their signatures below.

This 11th day of September, 2000.

SECURED PARTY:

BANK OF AMERICA, N.A.

By: _____

Title: Ronald S. Cohn
Authorized Signatory

This 11th day of September, 2000.

PURCHASER:

RUSH DENTAL ASSOCIATES OF PENNSYLVANIA, P.C.

By: _____

Title: President

ATLLIB01 1024517.1

BILL OF SALE

This Bill of Sale is entered into by and between **BANK OF AMERICA, N.A.** ("**Secured Party**") and **AYES DENTAL ASSOCIATES OF SOUTHERN NEW JERSEY, P.A.** ("**Purchaser**").

RECITALS:

A. DentalCo, Inc. ("**Borrower**") is a party to that certain Credit Agreement dated as of December 31, 1996, among Borrower, the lenders named therein, and Secured Party as successor to Banc of America Commercial Finance Corporation (formerly NationsCredit Commercial Corporation), as agent for the Lenders (as amended, the "**Credit Agreement**"; capitalized terms used and not otherwise defined herein are used as defined in the Credit Agreement).

B. In connection with the Credit Agreement, DentalCo Modern Acquisition Corp., a Maryland corporation ("**Debtor**"), has executed in favor of Secured Party that certain Subsidiary Security Agreement, dated as of December 19, 1997 (the "**Security Agreement**"), granting to Secured Party a security interest in the following assets (collectively, the "**Property**"):

(a) all accounts, as such term is defined in the Uniform Commercial Code as in effect in the State of Georgia (the "**UCC**"), now owned or hereafter acquired by Debtor, including all accounts receivable, contract rights, book debts, notes, drafts and other obligations or indebtedness owing to Debtor arising from the sale, lease or exchange of goods or other property by Debtor and/or the performance of services by Debtor (including any such obligation which might be characterized as an account, contract right or general intangible under the Uniform Commercial Code in effect in any jurisdiction) and all of Debtor's rights in, to and under all purchase orders for goods, services or other property, and all of Debtor's rights to any goods, services or other property represented by any of the foregoing (including returned or repossessed goods and unpaid sellers' rights of rescission, replevin, reclamation and rights to stoppage in transit) and all monies due to or to become due to Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services by it (whether or not yet earned by performance on the part of Debtor), in each case whether now in existence or hereafter arising or acquired including, without limitation, the right to receive the proceeds of said purchase orders and contracts and all collateral security and guarantees of any kind given by any person with respect to any of the foregoing (collectively, the "**Accounts**");

(b) all inventory, as such term is defined in the UCC, now owned or hereafter acquired by Debtor, wherever located, and shall also mean and include all raw materials and other materials and supplies, work-in-process

and finished goods and any products made or processed therefrom and all substances, if any, commingled therewith or added thereto (collectively, the "**Inventory**");

(c) all general intangibles, as such term is defined in the UCC, now owned or hereafter acquired by Debtor, including (i) all obligations or indebtedness owing to Debtor (other than Accounts) from whatever source arising, (ii) all patents, patent licenses, trademarks, trademark licenses, rights in intellectual property, goodwill, trade names, service marks, trade secrets, copyrights, permits and licenses, (iii) all rights or claims in respect of refunds for taxes paid and (iv) all rights in respect of any pension plan or similar arrangement maintained for employees of all members of the controlled group treated as a single employer under Section 414 of the Internal Revenue Code of 1986, as amended from time to time;

(d) all documents, as such term is defined in the UCC, or other receipts covering, evidencing or representing goods, now owned or hereafter acquired by Debtor (collectively, the "**Documents**");

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(f) all equipment, as such term is defined in the UCC, now owned or hereafter acquired by Debtor, including without limitation all motor vehicles, trucks, trailers, railcars and barges;

(g) all books and records (including customer lists, credit files, computer programs, printouts and other computer materials and records) of Debtor pertaining to any of the Property; and

(h) all insurance policies of Debtor.

C. The indebtedness secured by the Property pursuant to the Security Agreement is in default, and Secured Party has notified Debtor of its intent to sell the Property at private sale pursuant to Section 9-504(3) of the UCC.

D. Secured Party desires to sell that portion of the Property which is used solely and exclusively in connection with the operation of the dental practice of Ayes & Rush Dental Associates of New Jersey, P.A. to Purchaser, and Purchaser desires to purchase such portion of the Property from Secured Party at private sale pursuant to Section 9-504(3) of the UCC.

TRADEMARK
REEL: 002868 FRAME: 0554

AGREEMENT:

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2. Secured Party represents and warrants that (i) the Security Agreement is a legal, valid and binding obligation of Debtor, (ii) the indebtedness secured by the Security Agreement is in default, (iii) Secured Party is entitled to dispose of the Property pursuant to Section 9-504 of the UCC, (iv) Secured Party has given notice to Debtor of its intention to sell the Property at private sale as required by law, (v) Secured Party has not entered into any written agreement which subordinates its security interest in the Property to any other creditor of Debtor, and (vi) Secured Party has not received written notice from any third party claiming a conflicting or subordinate security interest in the Property.

3. **PURCHASER ACKNOWLEDGES THAT, EXCEPT AS SET FORTH IN PARAGRAPH 2 ABOVE, SECURED PARTY MAKES NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE SALE OF THE PROPERTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, PURCHASER ACKNOWLEDGES AND AGREES THAT SECURED PARTY HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE QUALITY, VALUE, SAFETY, DESIGN, SOUNDNESS, COLLECTIBILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER CONDITION OF THE PROPERTY. PURCHASER FURTHER ACKNOWLEDGES THAT SECURED PARTY HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING DEBTOR'S TITLE TO THE PROPERTY OR (EXCEPT AS SET FORTH IN CLAUSE 2(v) ABOVE) THE PRIORITY OF SECURED PARTY'S SECURITY INTEREST IN THE PROPERTY.**

TRADEMARK
REEL: 002868 FRAME: 0555

4. Purchaser acknowledges that it has conducted such investigation and inspection of the Property as it has deemed necessary to satisfy itself as to the existence and nature of the Property, that it is purchasing the Property **AS-IS AND WHERE-IS,** that it is not relying on any representations or warranties of Secured Party except as set forth in Paragraph 2 above, and that it is not relying on Secured Party for delivery of the Property or for otherwise obtaining possession of, or custody or control over, the Property. Purchaser further acknowledges that, to the extent any of the Property constitutes accounts, receivables or other obligations of third parties to Debtor, Secured Party's transfer and sale of such Property to Purchaser is **WITHOUT RECOURSE.**

5. Purchaser agrees to pay any and all sales, use or excise taxes applicable to the sale of the Property hereunder by Secured Party to Purchaser.

6. This Bill of Sale supersedes all prior discussions and agreements between Secured Party and Purchaser with respect to the purchase and sale of the Property and other matters contained herein, and this Bill of Sale contains the sole and entire understanding and agreement between Secured Party and Purchaser with respect thereto.

7. This Bill of Sale shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

8. **EACH PARTY TO THIS BILL OF SALE HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA AND OF ANY GEORGIA COURT SITTING IN THE CITY OF ATLANTA, GEORGIA FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS BILL OF SALE OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS BILL OF SALE IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE JURISDICTION AND VENUE OF THE COURTS SUBMITTED TO AND AGREED UPON IN THIS PARAGRAPH ARE NOT EXCLUSIVE BUT ARE CUMULATIVE AND IN ADDITION TO THE JURISDICTION OF ANY OTHER COURT UNDER ANY APPLICABLE LAWS OR IN EQUITY. PURCHASER HEREBY AGREES THAT PURCHASER SHALL NOT INSTITUTE ANY SUIT OR LEGAL ACTION AGAINST SECURED PARTY CONCERNING THE INTERPRETATION, CONSTRUCTION, VALIDITY, ENFORCEMENT OR PERFORMANCE OF THIS BILL OF SALE EXCEPT IN A STATE OR FEDERAL COURT SITTING IN ATLANTA, GEORGIA AND HEREBY**

TRADEMARK
REEL: 002868 FRAME: 0556

EXPRESSLY CONSENTS TO THE REMOVAL OF ANY SUCH SUIT OR LEGAL ACTION FILED BY PURCHASER IN ANY OTHER VENUE TO ANY STATE OR FEDERAL COURT SITTING IN ATLANTA, GEORGIA.

9. **EACH PARTY TO THIS BILL OF SALE HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS BILL OF SALE OR THE TRANSACTIONS CONTEMPLATED HEREBY AND TO THE FULLEST EXTENT PERMITTED BY LAW WAIVES ANY RIGHTS THAT IT MAY HAVE TO CLAIM OR RECEIVE CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS BILL OF SALE OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

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IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed and delivered as of the date set forth beside their signatures below.

This 11th day of September, 2000.

SECURED PARTY:

BANK OF AMERICA, N.A.

By: _____

Title: Ronald S. Cohn
Authorized Signatory

This 11th day of September, 2000.

PURCHASER:

AYES DENTAL ASSOCIATES OF SOUTHERN NEW JERSEY, P.A.

By: Michael Ayes, Pres.

Title: President

ATLLIB01 1028895.1