

11/28/03

12-02-2003



102612226

Form PTO-1594 (Rev. 03/01) R  
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):  
InterDent Service Corporation  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State Washington  
 Other  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: BNY Asset Solutions LLC, as Administrative Agent  
Internal Address: Attn: Risk Management  
Street Address: 600 East Las Colinas Blvd. Ste. 1300  
City: Irving State: TX Zip: 75039  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Delaware  
 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 Assignment for Security  
Execution Date: October 8, 2003

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s) 1,214,461  
Additional number(s) attached  Yes  No

6. Total number of applications and registrations involved: 5

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Jeff Scott  
Internal Address: c/o BNY Asset Solutions LLC  
Attn: Risk Management  
Street Address: 600 East Las Colinas Blvd. Ste. 1300  
City: Irving State: TX Zip: 75039

7. Total fee (37 CFR 3.41).....\$ 140.00  
 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 of  
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.  
Mike Cocanougher  
Name of Person Signing  
Signature  
Date 10-22-03  
Total number of pages including cover sheet, attachments, and document: 5

12/01/2003 DB/NE 00000176 1214461  
40.00 DP  
02 FC:8522 100.00 DP

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

Doc #30736275.PDF

APPROVED - LEGAL  
Lnc initials  
10-20-03 date

**TRADEMARKS**

<b><u>Trademark</u></b>	<b><u>Application/Registered Date</u></b>	<b><u>Application/Registration Number</u></b>
GENTLE DENTAL	10/26/1982	1,214,461
INTERDENT	06/08/1999	2,251,610
INTERDENT	08/24/1999	2,272,558
INTERDENT	03/26/2002	2,553,126
INTERDENT	06/14/2001	76/272,122

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, INTERDENT SERVICE CORPORATION, a Washington corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to BNY Asset Solutions LLC, as Administrative Agent (referred to herein as the "Assignee") for the lenders (the "Lenders") named in Schedule 2.01 of the Second Amended and Restated Credit Agreement dated as of October 8, 2003, among InterDent Service Corporation, a Washington corporation ("Borrower"), InterDent Inc., a Delaware corporation ("Guarantor"), the Lenders, and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and Assignor has entered into a Security Agreement and Mortgage – Trademarks and Patents dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is:

BNY ASSET SOLUTIONS LLC  
600 East Las Colinas Blvd  
Suite 1300  
Irving, Texas 75039  
Attention: Risk Management  
Facsimile No.: (972) 401-8554

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 8<sup>th</sup> day of October, 2003.

INTERDENT SERVICE CORPORATION

By: Robert Hill  
Name: Robert Hill  
Title: Vice President

SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

<u>Trademark</u>	<u>Application/Registration Date</u>	<u>Application/Registration Number</u>
GENTLE DENTAL	10/26/1982	1,214,461
INTERDENT	06/08/1999	2,251,610
INTERDENT	08/24/1999	2,272,558
INTERDENT	03/26/2002	2,553,126
INTERDENT	06/14/2001	76/272,122

30737044.DOC

RECORDED: 11/28/2003

TRADEMARK  
REEL: 002871 FRAME: 0401