

08-30-2004

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Form ~~PTO-1024~~ (Rev. 06/04)
OMB Collection 0851-0027 (exp. 6/30)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
INTERDENT SERVICE CORPORATION

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

Citizenship (see guidelines) Washington

Execution Date(s) June 23, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BNY Asset Solutions LLC

Internal Address:

Street Address: 600 East La Colinas Blvd.

City: Irving

State: Texas

Country: USA Zip: 75039

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship

Other LLC Citizenship Delaware

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,214,461

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Paul Hastings Janofsky & Walker

Internal Address: Attn: Teresa McNally

Street Address: 515 South Flower St.
25th Floor

City: Los Angeles

State: CA Zip: 90071

Phone Number: 213-683-6000

Fax Number:

Email Address:

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Teresa McNally

Signature

8/24/2004

Date

Teresa McNally

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of June 23, 2004 ("Effective Date") by and between INTERDENT SERVICE CORPORATION, a Washington corporation, with its principal office at 222 North Sepulveda Blvd., Suite 740, El Segundo, California 90245 ("Grantor"), and BNY Asset Solutions LLC, with its principal office at 600 East La Colinas Blvd., Irving, Texas 75039 ("Successor Grantee") (as successor in interest to the Union Bank of California, N.A. ("Original Grantee")).

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement and Mortgage - Trademarks and Patents by and between Grantor and Original Grantee dated September 30, 1998 (the "Original Trademark Security Agreement"), Grantor granted to Original Grantee a continuing security interest in and to all of Grantor's right, title and interest in and to all of the registered trademarks and service marks of the Grantor, all registrations and recordings thereof, and all applications in connection therewith (collectively, the "Trademarks"), all licenses of Trademarks to or by Grantor, all reissues, extensions or renewals of any of the Trademarks or licenses of Trademarks, all of the goodwill of the business connected with the use of, and symbolized by the Trademarks or licenses of Trademarks, and all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license, including, without limitation, the United States trademark registration set forth on Schedule A attached hereto, together with the goodwill associated therewith;

WHEREAS, Pursuant to the Original Trademark Security Agreement, an Assignment for Security (Trademarks) Original Trademark Security Agreement was recorded with the United States Patent and Trademark Office ("PTO") on October 9, 1998, at Reel 1800, Frame 0936;

WHEREAS, Successor Grantee was substituted for Original Grantee as agent for the lenders pursuant to that certain Second Amended and Restated Credit Agreement dated as of October 8, 2003, among Grantor, InterDent, Inc., a Delaware corporation, the Lenders (as such term is defined therein), and the Successor Grantee, (the "Credit Agreement"); and pursuant to the Credit Agreement, Grantor executed that Security Agreement and Mortgage - Trademarks and Patents by and between Grantor and Successor Grantee dated October 8, 2003 (the "2003 Trademark Security Agreement"), that grants to Successor Grantee a continuing security interest in and to all of Grantor's Trademarks;

WHEREAS, Grantor has paid all of its outstanding indebtedness to Successor Grantee and the Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Successor Grantee hereby terminates the Original Trademark Security Agreement and the 2003 Trademark Security Agreement, and

hereby terminates, cancels and releases any and all security interests it has against the Trademarks (including the Trademarks listed on Schedule A hereto).

Successor Grantee represents and warrants that: (i) it has the full power and authority to execute this Release; and (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademarks.

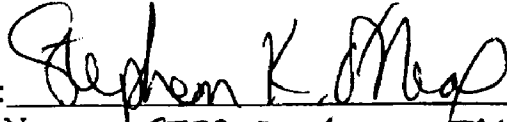
Successor Grantee shall, at Grantor's expense, take all further actions, and provide to Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by Grantor to more fully and effectively effectuate the purposes of this Release.

[Signatures follow.]

IN WITNESS WHEREOF, Grantor and Successor Grantee have caused this Release to be executed by its duly authorized representative as of the Effective Date.

SUCCESSOR GRANTEE:

BNY ASSET SOLUTIONS LLC,
(as successor in interest to Union Bank of
California, N.A.)

By: 
Name: STEPHEN K. O'NEAL
Title: VICE PRESIDENT

[SIGNATURE PAGES TO TRADEMARK RELEASES (INTERDENT SERVICE CORPORATION)]

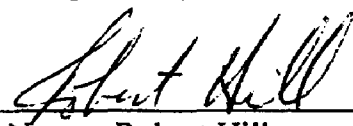
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TRADEMARK
REEL: 003037 FRAME: 0739

GRANTOR:

INTERDENT SERVICE CORPORATION.

a Washington corporation

By: 

Name: Robert Hill

Title: Vice President of Finance

{SIGNATURE PAGES TO TRADEMARK RELEASES (INTERDENT SERVICE CORPORATION)}

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TRADEMARK
REEL: 003037 FRAME: 0740

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
1,214,461	10/26/1982	GENTLE DENTAL