

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Micro Dental Laboratories		05/19/2005	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital Corporation, as Agent		
<b>Street Address:</b>	311 S. Wacker Drive		
<b>Internal Address:</b>	Suite 4400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2818037	D ORTHODONTICS	
Registration Number:	2290872	MICRODENTAL	
Registration Number:	2290873	MICRODENTAL LABORATORIES	
Registration Number:	2402447	MICRO FIBER POST	
Registration Number:	2188339	MICROSELECT	
Registration Number:	2386090	PROGOLD	
Registration Number:	2574204	PARIS	
Registration Number:	2911819	ACTION GUARD	
Registration Number:	2730814	MICROFIT	
Serial Number:	78117345	MAC TEAM MICRO ADVANCED COSMETICS	
Serial Number:	78264983	SIGNATURE EXPERTISE MEETS ARTISTRY	
Serial Number:	78420782	MAC AESTHETICS	
Serial Number:	78420757	MAC DENTAL	

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**TRADEMARK**  
**REEL: 003094 FRAME: 0946**

Serial Number:	78417186	MAC VENEERS
Serial Number:	78426872	MAC LAMINATES
Serial Number:	78426886	MAC RESTORATIONS
Serial Number:	78432927	MAC PLANNING
Serial Number:	78432907	MAC SMILE
Serial Number:	78345491	
Serial Number:	78274396	A BEAUTIFUL SMILE IS WORTH A THOUSAND WORDS.
Serial Number:	78274384	BEHIND THE SMILE.
Serial Number:	78274430	HELPING YOU CREATE LIFE CHANGING AESTHETICS.
Serial Number:	78346884	INTELIDENT
Serial Number:	78274414	IT'S ALL ABOUT THE SMILE.
Serial Number:	78435420	MICRO TEMP
Serial Number:	78417297	P2Z
Serial Number:	78299321	SUNRISE DENTAL LABORATORY
Serial Number:	75893346	TEETH - THE ULTIMATE ACCESSORY

#### CORRESPONDENCE DATA

Fax Number: (312)577-4752

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-577-8416

Email: penelope.johnson@kattenlaw.com

Correspondent Name: Penelope S. Johnson

Address Line 1: 525 W. Monroe Street

Address Line 2: c/o Katten Muchin Rosenman LLP

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	06/01/2005

#### Total Attachments: 6

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## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 19, 2005, is by and between **MICRO DENTAL LABORATORIES**, a California corporation ("Grantor") and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, the "Grantee") for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as such terms are hereinafter defined).

### **RECITALS**

**WHEREAS**, Grantor owns the, Trademark registrations, and pending Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

**WHEREAS**, the Grantor, as a Borrower, has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Sunrise Dental Ceramics, Inc., a Nevada corporation, as a Borrower, Grantee and the Lenders, providing for extensions of credit and other financial accommodations to be made to the Borrowers by the Lenders; and

**WHEREAS**, pursuant to the terms of that certain Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, certain affiliates of Grantor, and Grantee, Grantor has granted to Grantee for the benefit of Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including, without limitation, the Trademark registrations (together with any reissues, continuations or extensions thereof) and pending Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of

any Trademark including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the pending Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and 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.

*[Remainder of page intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**MICRO DENTAL LABORATORIES, a**  
California corporation, as a Grantor

By: 

Name: F. Capric

Title: CEO

Acknowledged:

**ANTARES CAPITAL CORPORATION,**  
a Delaware corporation, as Agent, as Grantee

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

**MICRO DENTAL LABORATORIES**, a  
California corporation, as a Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

**ANTARES CAPITAL CORPORATION**,  
a Delaware corporation, as Agent, as Grantee

By: \_\_\_\_\_  
Name: **Michael I. King**  
Title: **Director**

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**U.S. Trademark Registrations**

<u>HOLDER</u>	<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Micro Dental Laboratories	Orthodontics (stylized logo)	2,818,037	2/24/04
Micro Dental Laboratories	MicroDental	2,290,872	11/9/99
Micro Dental Laboratories	MicroDental Laboratories	2,290,873	11/9/99
Micro Dental Laboratories	Micro Fiber Post	2,402,447	11/7/00
Micro Dental Laboratories	MicroSelect	2,188,339	9/8/98
Micro Dental Laboratories	ProGold	2,386,090	9/12/00
Micro Dental Laboratories	Paris	2,574,204	5/28/02
Micro Dental Laboratories	Action Guard	2,911,819	9/8/98
Micro Dental Laboratories	Microfit	2,730,814	6/24/03

**Foreign Trademark Registrations**

None.

**U.S. Trademark Applications**

<u>HOLDER</u>	<u>MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
Micro Dental Laboratories	MAC Team - Micro Advanced Cosmetics (Stylized)	78/117,345	3/25/02
Micro Dental Laboratories	Signature - Expertise Meets Artistry (Stylized or with Design)	78/264,983	6/20/03
Micro Dental Laboratories	MAC Aesthetics	78/420,782	5/18/04
Micro Dental	MAC Dental	78/420,757	5/18/04

Laboratories			
Micro Dental Laboratories	MAC Veneers	78/417,186	5/12/04
Micro Dental Laboratories	MAC Laminates	78/426,872	5/28/04
Micro Dental Laboratories	MAC Restorations	78/426,886	5/28/04
Micro Dental Laboratories	MAC Planning	78/432,927	6/10/04
Micro Dental Laboratories	MAC Smile	78/432,907	6/10/04
Micro Dental Laboratories	Drawing (Stylized Tooth)	78/345,491	12/24/03
Micro Dental Laboratories	A Beautiful Smile is Worth a Thousand Words	78/274,396	7/15/2003
Micro Dental Laboratories	Behind the Smile	78/274,384	7/15/2003
Micro Dental Laboratories	Helping You Create Life Changing Aesthetics	78/274,430	7/15/2003
Micro Dental Laboratories	Intellident	78/346,884	8/20/99
Micro Dental Laboratories	Its all about the Smile	78/274,414	7/15/2003
Micro Dental Laboratories	Micro Temp	78/435,420	6/15/2004
Micro Dental Laboratories	P2Z (Pressed to Zirconia)	78/417,297	5/12/2004
Micro Dental Laboratories	Sunrise Dental Laboratory	78/299,321	9/11/03
Micro Dental Laboratories	Teeth the Ultimate Accessory	75/893,346	1/7/00

### **Foreign Trademark Applications**

None.

### **Trademark Licenses**

None.