

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
FUTURE DONTICS, INC.		06/21/2005	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	ALLIANCE BANK
<b>Street Address:</b>	3601 West Olive Avenue, Suite 505
<b>City:</b>	Burbank
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91505
<b>Entity Type:</b>	Banking Corporation: CALIFORNIA

**PROPERTY NUMBERS Total: 23**

Property Type	Number	Word Mark
Registration Number:	2935013	PROFESSIONALS YOU CAN TRUST
Registration Number:	2189020	SMILEWORKS
Registration Number:	2620232	YOU'VE ONLY GOT ONE SMILE LET'S TAKE CARE OF IT!
Registration Number:	2426814	WE ADVERTISE. PATIENTS CLICK. YOU PROFIT.
Registration Number:	2241408	THE ORIGINAL DENTAL REFERRAL SERVICE
Registration Number:	2267403	THE PATIENT'S CHOICE FOR A GREAT DENTIST
Registration Number:	2290712	DENTAL REFERRAL SERVICE WE HAVE A GREAT DENTIST FOR YOU
Registration Number:	2670695	THE ANTIDOTE TO MANAGED CARE
Registration Number:	1697956	DRS DENTAL REFERRAL SERVICE
Registration Number:	2372482	FUTURE DONTICS
Registration Number:	2270848	THE ORIGINAL WORD-OF-MOUTH REFERRAL SYSTEM
Registration Number:	2268899	1-800-DRILL-LESS
Registration Number:	2667472	BEHIND EVERY GREAT SMILE IS A GREAT DENTIST

**CH \$590.00 2935013**

Registration Number:	2750832	THRIVINGPRACTICES.COM
Registration Number:	2391733	SMILEWORKS.COM
Registration Number:	2670694	BRINGING DENTISTS AND PATIENTS TOGETHER
Registration Number:	2115372	1800DENTIST
Registration Number:	2329847	DENTAL ANGLE
Registration Number:	2372481	F
Registration Number:	1663616	1-800-DENTIST
Serial Number:	78577767	PATIENT LOYALTY PROGRAM
Serial Number:	76167476	THEPATIENTSCHOICE.COM
Serial Number:	78458114	A GREAT DENTIST CAN CHANGE YOUR LIFE

**CORRESPONDENCE DATA**

Fax Number: (415)268-7522  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 415 268 7037  
Email: rlal@mofo.com  
Correspondent Name: Douglas L. Hendricks  
Address Line 1: Morrison & Foerster LLP, 425 Market St.  
Address Line 4: San Francisco, CALIFORNIA 94105-2482

NAME OF SUBMITTER:	Douglas L. Hendricks
Signature:	/Douglas L. Hendricks/
Date:	07/05/2005

**Total Attachments: 9**  
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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of June 21, 2005, is made between FUTURE DONTICS, INC., a California corporation, whose address is 6060 Center Drive, 7th Floor, Los Angeles, California 90045 (the "Borrower") and ALLIANCE BANK, whose address is 3601 West Olive Avenue, Suite 505, Burbank, California 91505 (the "Bank").

The Borrower and the Bank are parties to a Credit Agreement dated as of the date hereof (as amended, modified, renewed or extended from time to time, the "Credit Agreement") and a Security Agreement dated as of the date hereof (as amended, modified, renewed or extended from time to time, the "Security Agreement"). The Bank is providing financing to the Borrower pursuant to the Credit Agreement and pursuant to the Security Agreement, the Borrower has granted to the Bank a security interest in all of the Borrower's present and future assets, including without limitation all of the Borrower's present and future general intangibles, and including without limitation the patents and trademarks described herein, to secure all of its present and future indebtedness, liabilities, guaranties and other obligations to Lender.

To supplement the Bank's rights in the Patents and Trademarks, the Borrower is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

### SECTION 1 Definitions; Interpretation.

(a) Terms Defined in Security Agreement and Credit Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the definitions given in the Security Agreement, or if not defined in the Security Agreement, as defined in the Credit Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"PTO" means the United States Patent and Trademark Office.

(c) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Interpretation. The rules of interpretation set forth in Section 1.03 of the Credit Agreement shall be applicable to this Agreement and are incorporated herein by this reference.

### SECTION 2 Security Interest.

(a) Grant of Security Interest. To secure the payment and performance of all Obligations, and without limiting any other security interest the Borrower has granted to the Bank, the Borrower hereby grants, assigns, and conveys to the Bank a security interest in the Borrower's entire right, title, and interest in and to all of the following, whether now owned or hereafter acquired (the "Collateral"):

(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Borrower connected with and symbolized by any of the aforementioned properties and assets;

(iv) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payments under insurance (whether or not the Bank is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(v) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. The Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Security Agreement.

SECTION 3 Supplement to Security Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Security Agreement, all of which are incorporated herein by this reference. The Borrower acknowledges that the rights and remedies of the Bank with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement and the other Loan Documents and all such rights and remedies are cumulative.

SECTION 4 Representations and Warranties. The Borrower represents and warrants to the Bank that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications and/or registrations owned by the Borrower, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations and/or applications owned by the Borrower, in whole or in part, is set forth in Schedule B.

SECTION 5 Further Acts. On a continuing basis, the Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Bank to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Borrower's compliance with this Agreement or to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO and/or any applicable state office. The Bank may record this Agreement, an abstract thereof, or any other document describing the Bank's interest in the Collateral with the PTO, at the expense of the Borrower.

SECTION 6 Future Rights. Except as otherwise expressly agreed to in writing by the Bank, if and when the Borrower shall obtain rights to any new patentable inventions or any new trademarks, or become entitled to the benefit of any of the foregoing, or obtain rights or benefits with respect to any reissue, division, continuation, renewal, extension or continuation-in-part of any patents or trademarks, or any improvement of any patent, the provisions of Section 2 shall automatically apply thereto and the Borrower shall give to the Bank prompt notice thereof. The Borrower shall do all things deemed necessary or advisable by the Bank to ensure the validity, perfection, priority and enforceability of the security interests of the Bank in such future acquired Collateral. The Borrower hereby authorizes the Bank to modify, amend, or supplement the Schedules hereto and to reexecute this Agreement from time to time on the Borrower's behalf and as its attorney-in-fact to include any such future Collateral and to cause such reexecuted Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

SECTION 7 Bank Appointed Attorney-in-Fact. The Bank shall have the right to, in the name of the Borrower, or in the name of the Bank or otherwise, without notice to or assent by the Borrower, and the Borrower hereby constitutes and appoints the Bank (and any of the Bank's officers or employees or agents designated by the Bank) as the Borrower's true and lawful attorney-in-fact, with full power and authority, and hereby authorizes the Bank: (i) to execute and file in the name of the Borrower (with or without Borrower's signature) any financing statement or other instrument and any modification, supplement or amendment to this Agreement (including any described in Section 6), and to sign the name of the Borrower on all or any of such documents or instruments and perform all other acts that the Bank deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the Bank's security interest in, the Collateral; and (ii) to execute any and all

other documents and instruments, and to perform any and all acts and things for and on behalf of the Borrower, which the Bank may deem necessary or advisable to maintain, preserve and protect the Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Collateral, (B) after the occurrence of any Event of Default, to assert or retain any rights under any license agreement for any of the Collateral, including any rights of the Borrower arising under Section 365(n) of the Bankruptcy Code, and, (C) after the occurrence of any Event of Default, to execute any and all applications, documents, papers and instruments for the Bank to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral, and to assign, convey or otherwise transfer title in or dispose of the Collateral; provided, however, that in no event shall the Bank have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the Collateral to any Person, including itself, without the Borrower's written consent. The foregoing power of attorney is coupled with an interest and irrevocable so long as the Bank has any Commitments or the Secured Obligations have not been paid and performed in full. The Borrower hereby ratifies, to the extent permitted by law, all that the Bank shall lawfully and in good faith do or cause to be done by virtue of and in compliance with this Section 7.

**SECTION 8 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA, EXCEPT AS REQUIRED BY MANDATORY PROVISIONS OF LAW AND TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER, OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN CALIFORNIA.**

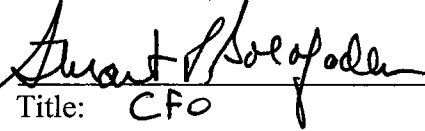
SECTION 9 No Inconsistent Requirements. The Borrower acknowledges that this Agreement, the Security Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

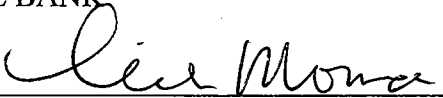
THE BORROWER

FUTUREDONTICS, INC.

By   
Title: CFO

THE BANK

ALLIANCE BANK

By   
Title: VP

SCHEDULE A  
to the Patent and Trademark Security Agreement

FUTURE DONTICS, INC.

Issued U.S. Patents

<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor</u>	<u>Title</u>
NONE			

Pending U.S. Patent Applications

<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor</u>	<u>Title</u>
NONE			



SCHEDULE B  
to the Patent and Trademark Security Agreement

FUTUREDONTICS, INC.

U.S. Trademarks

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
2935013	03/22/2005		Futuredontics, Inc.	PROFESSIONALS YOU CAN TRUST
2189020	09/15/1998		Futuredontics, Inc.	SMILEWORKS
2620232	09/17/2002		Futuredontics, Inc.	YOU'VE ONLY GOT ONE SMILE SO LET'S TAKE CARE OF IT!
2426814	02/06/2001		Futuredontics, Inc.	WE ADVERTISE. PATIENTS CLICK. YOU PROFIT.
2241408	04/20/1999		Futuredontics, Inc.	THE ORIGINAL DENTAL REFERRAL SERVICE
2267403	08/03/1999		Futuredontics, Inc.	THE PATIENT'S CHOICE FOR A GREAT DENTIST
2290712	11/02/1999		Futuredontics, Inc.	DENTAL REFERRAL SERVICE WE HAVE A GREAT DENTIST FOR YOU
2670695	01/07/2003		Futuredontics, Inc.	THE ANTIDOTE TO MANAGED CARE
1697956	06/30/2002 (renewed)		Futuredontics, Inc.	DRS DENTAL REFERRAL SERVICE

<u>Registration No.</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Registered Owner</u>	<u>Mark</u>
2372482	08/01/2000		Futuredontics, Inc.	FUTUREDONTICS
2270848	08/17/1999		Futuredontics, Inc.	THE ORIGINAL WORD-OF-MOUTH REFERRAL SYSTEM
2268899	08/10/1999		Futuredontics, Inc.	1-800-DRILL-LESS
2667472	12/31/2002		Futuredontics, Inc.	BEHIND EVERY GREAT SMILE IS A GREAT DENTIST
2750832	08/12/2003		Futuredontics, Inc.	THRIVINGPRACTICES.COM
2391733	10/03/2000		Futuredontics, Inc.	SMILEWORKS.COM
2670694	01/07/2003		Futuredontics, Inc.	BRINGING DENTISTS AND PATIENTS TOGETHER
2115372	11/25/1997		Futuredontics, Inc.	1800DENTIST
2329847	03/14/2000		Futuredontics, Inc.	DENTAL ANGLE
2372481	08/01/2000		Futuredontics, Inc.	F
1663616	05/15/2001 (OG Renewal Date)		Futuredontics, Inc.	1-800-DENTIST

Pending U.S. Trademark Applications

<u>Application No.</u>	<u>Filing Date</u>	<u>Applicant</u>	<u>Mark</u>
78577767	03/01/2005	Futuredontics, Inc.	PATIENT LOYALTY PROGRAM
76167476	07/08/2003	Futuredontics, Inc.	THEPATIENTSCHOICE.COM
78458114	07/28/2004	Futuredontics, Inc.	A GREAT DENTIST CAN CHANGE YOUR LIFE