

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0851-0027 (exp. 6/30/2005)

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):**

Micro Dental Laboratories

- Individual(s)
- General Partnership
- Corporation- State: California
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) May 19, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merge
- Change of Name

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

Additional names, addresses, or citizenship attached?  Yes  No

Name: MCG Capital Corporation

Internal Address: \_\_\_\_\_

Street Address: 1100 Wilson Boulevard, Suite 300

City: Arlington

State: Virginia

Country: USA Zip: 22209

Association Citizenship \_\_\_\_\_

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship Delaware

Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

See attached Schedule I

B. Trademark Registration No.(s)

See attached Schedule I

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: Nicole M. Pappa

Internal Address: Bingham McCutchen LLP

Street Address: One State Street

City: Hartford

State: CT Zip: 06187

Phone Number: (860) 240-2834

Fax Number: (860) 240-2518

Email Address: nicole.pappa@bingham.com

**6. Total number of applications and registrations involved:**

28

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$715**

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

**8. Payment Information:**

a. Credit Card Last 4 Numbers 8823  
Expiration Date 10/07

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Nicole M. Pappa  
Signature

05/24/2005

Date

Nicole M. Pappa

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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

OP \$715.00 78117345

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

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

U.S. Trademark Registrations; Foreign Trademark Registrations; U.S. Trademark Applications;  
Foreign Trademark Applications; Trademark Licenses

**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	MicroDenta.	2,290,872	11/9/99
Micro Dental Laboratories	MicroDenta. 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	Signature - Expertise	78/264,983	6/20/03

Laboratories	Meets Artistry (Stylized or with Design)		
Micro Dental Laboratories	MAC Aesthetics	78/420,782	5/18/04
Micro Dental Laboratories	MAC Dental	78/420,757	5/18/04
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**

THIS TRADEMARK SECURITY AGREEMENT AND THE INDEBTEDNESS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF MAY 19, 2005 AMONG, MICRO DENTAL LABORATORIES, A CALIFORNIA CORPORATION, SUNRISE DENTAL CERAMICS, INC., A NEVADA CORPORATION, THE SUBORDINATED COLLATERAL AGENT AND SUBORDINATED CREDITORS PARTY THERETO AND ANTARES CAPITAL CORPORATION, AS AGENT, TO THE SENIOR INDEBTEDNESS (AS DEFINED IN THE SUBORDINATION AGREEMENT); AND EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

### 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 MCG CAPITAL CORPORATION, a Delaware corporation, as collateral agent (in such capacity, "Grantee") under the Collateral Agency Agreement for the benefit of all financial institutions that from time to time become Noteholders under the Note Purchase 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;

**WHEREAS**, (a) Grantor has entered into that certain Note Purchase Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), with Sunrise Dental Ceramics, Inc., a Nevada corporation, ("Sunrise" and, together with Grantor, the "Borrowers") and each of the Persons listed in Schedule A thereto (such Persons, together with each other holder from time to time of the Notes (as hereinafter defined), collectively, the "Noteholders"), pursuant to which the Borrowers have issued and sold to the Noteholders and the Noteholders have purchased from the Borrowers \$13,000,000 in aggregate principal amount of the Borrowers' 15% Senior Subordinated Notes due May 19, 2012 (all such Notes, whether initially issued, or issued in exchange or substitution for any such note, in each case in accordance with the Note Purchase Agreement, and as such notes may be amended from time to time in accordance with the Note Purchase Agreement, (the "Notes"); and

**WHEREAS**, the Noteholders have entered into that certain Collateral Agency Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agency Agreement") with MCG Capital Corporation, as Collateral Agent, and the Borrowers, pursuant to which Grantee has agreed, among other things, to act for the benefit of the Noteholders hereunder; 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, Sunrise, and Grantee, Grantor has granted to Grantee for the benefit of Grantee and the Noteholders 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**




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

Name: *F. WALKER*

Title: *CEO*

Acknowledged:

**MCG CAPITAL CORPORATION,**  
as Collateral Agent

By:  \_\_\_\_\_  
Name: William B. Ford  
Title: Managing Director

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