

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sultan Dental Products, Ltd.		07/31/2006	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

<b>Name:</b>	Sterling National Bank
<b>Street Address:</b>	500 Seventh Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	Banking Corporation:

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2832290	DURASHIELD
Registration Number:	2953631	GLOVE RELIEF
Registration Number:	3004001	HANDI CAINE STIX
Serial Number:	78738121	HEMOCEL
Registration Number:	3014259	MICROGRAIN
Registration Number:	2963372	TAKE HOME CARE
Registration Number:	1504747	THREE-WAY TRAY
Registration Number:	1900299	TOPEX
Serial Number:	78429366	TOPEX BRILLIANCE
Serial Number:	78712132	TOPEX SCALEPREP
Registration Number:	2254477	UPGRADE
Serial Number:	78706009	UPGRADE DUO
Registration Number:	2986507	WHITE CARE

CH \$340.00 2832290

CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 202-756-9292

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	08/17/2006
Total Attachments: 2 source=sultan dental - sterling tm#page1.tif source=sultan dental - sterling tm#page2.tif	

**TRADEMARK SECURITY AGREEMENT  
FOR RECORDATION**

**WHEREAS, SULTAN DENTAL PRODUCTS, LTD.**, a New Jersey corporation (the "Company"), having its principal place of business at 85 W. Forest Avenue, Englewood, New Jersey 07631, is the owner of the United States trademark and trademark applications set forth on Schedule A attached hereto;

**WHEREAS**, pursuant to the terms and conditions of the Patent and Trademark Security Agreement dated as of June 20, 2006 (the "Patent and Trademark Agreement") made by Company in favor of **STERLING NATIONAL BANK** ("Secured Party"), the Company is required to grant a security interest in, and lien on, said trademarks to secure the obligations of the Company under a Loan and Security Agreement, dated as of June 20, 2006 by and among the Company, the Secured Party, Sultan Healthcare, Inc. and Sultan Medical, LLC (together with the Patent and Trademark Agreement, the "Agreements"); and

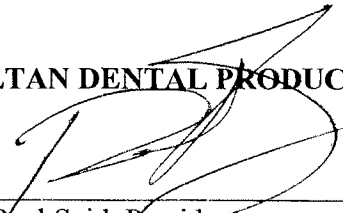
**WHEREAS**, Company is willing to grant to the Secured Party the security interest in and lien on the trademarks described above.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and subject to the terms and conditions of the Patent and Trademark Agreement, the Company hereby grants to the Secured Party a security interest in, and a lien upon, the trademarks set forth in Schedule A attached hereto, which security interest shall secure all the Obligations (as defined in the Agreements) and in accordance with the terms and provisions thereof.

The Company expressly acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest granted hereby are more fully set forth in the Agreements.

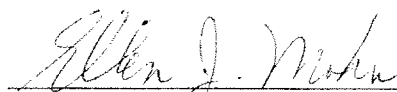
Englewood, New Jersey  
July 31, 2006

**SULTAN DENTAL PRODUCTS, LTD.**

By:   
Paul Seid, President

STATE OF NEW JERSEY    )  
  )SS.:  
COUNTY OF Bergen    )

On the 31 day of July in the year 2006 before me, the undersigned, a Notary Public in and for said State, personally appeared Paul Seid, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**SCHEDULE A**

Country      Trademark/Service Mark      Reg./App. No.      Filed/Registered      Issued

Ecuador	TOPEX	158240	6/9/05	Pending Published for Opposition
European Community	TOPEX	2173342	4/11/01	Registered
Mexico	TOPEX	740568	1/21/02	Registered
United States	DURASHIELD	2,832,290	4/13/04	Registered
United States	GLOVE RELIEF	2,953,631	5/17/05	Registered
United States	HANDI CAINE STIX	3,004,001	10/4/05	Registered
United States	HEMOCEL	78/738,121	10/21/05	Pending, A response to the first office action is due by 10/26/06
United States	MICROGRAIN	3,014,259	11/8/05	Registered
United States	TAKE HOME CARE	2,963,372	6/21/05	Registered
United States	THREE-WAY TRAY	1,504,747	9/20/88	Registered
United States	TOPEX	1,900,299	6/20/95	Registered
United States	TOPEX BRILLIANCE	78/429,366	6/3/04	Pending A Statement of Use was filed on 6/6/06
United States	TOPEX SCALEPREP	78/712,132	9/13/05	Pending A response to the first Office action is due by 9/23/06
United States	UPGRADE	2,254,477	6/15/99	Registered
United States	UPGRADE DUO	78/706,009	9/2/05	Pending Published for Opposition
United States	WHITE CARE	2,986,507	8/16/05	Registered
Uruguay	TOPEX	337,719	6/17/02	Registered
Venezuela	TOPEX	1067-2002	8/22/03	Registered