

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sultan Healthcare, Inc.		07/31/2006	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	1456057	ASEPT-ALL
Registration Number:	2923385	ASSURE PLUS
Registration Number:	2798867	ASSUREMED
Serial Number:	78397985	CROWNPOINTS
Registration Number:	3069229	CP
Serial Number:	78398010	EARN, LEARN, SUCCEED.
Registration Number:	1776176	PUREVAC
Registration Number:	1624357	PRO-PORTION
Registration Number:	2489891	SENSIMENT
Registration Number:	2370617	SENSITEMP
Registration Number:	2188182	SPOROX
Registration Number:	2175232	SPOROX
Registration Number:	1728798	SULTAN

CH \$365.00 1456057

Registration Number:

2551158

ZYMEX

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: 3

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**TRADEMARK SECURITY AGREEMENT
FOR RECORDATION**

WHEREAS, SULTAN HEALTHCARE, INC., 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 Dental Products, Ltd. 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 HEALTHCARE, INC.

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

Argentina	SULTAN	1.659.849	3/6/98	Registered
Canada	SPOR-O-SYL	237,713	11/30/79	Registered
Canada	SPOROX	553,330	11/2/01	Registered
Canada	SULTAN	473,330	3/21/97	Registered
Colombia	SULTAN	209,031	3/30/98	Registered
Colombia	SULTAN	219,959	7/12/99	Registered
Colombia	SULTAN	98-072,870	12/7/98	Registered
European Community Trademark	SPOROX	001566157	3/20/00	Registered
European Community Trademark	TOPEX	002173342	8/9/03	Registered
European Community Trademark	SULTAN	00380042	4/28/04	Pending
France	SULTAN	96 618 804	3/29/96	Registered
Germany	SULTAN	396 16 357	9/18/96	Registered
Italy	SULTAN	748787	4/4/96	Registered
Japan	SULTAN	4374865	4/7/00	Registered
Japan	SULTAN	4427974	10/27/00	Registered
Mexico	SULTAN	419318	8/6/92	Registered
Sri Lanka	SPORAX	85033	9/26/97	Pending
Sri Lanka	SPORAX	85034	9/26/97	Pending
United Kingdom	SULTAN	2067042	3/29/96	Registered
United States	ASEPT-ALL	1,456,057	9/8/97	Registered
United States	ASSURE PLUS	2,923,385	2/1/05	Registered
United States	ASSUREMED (Stylized)	2,798,867	12/23/03	Registered
United States	CROWNPOINTS	78/397,985	4/7/04	Pending
United States	CP and Design	3,069,229	3/14/06	Registered
United States	EARN, LEARN, SUCCEED	78/398,010	4/7/04	Pending
United States	PUREVAC	1,776,176	6/15/93	Registered

SCHEDULE A (Continued)

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

United States	PRO-PORTION (Stylized)	1,624,357	11/27/90	Registered
United States	SENSIMENT	2,489,891	9/18/01	Registered
United States	SENSITEMP	2,370,617	7/25/00	Registered
United States	SPOROX	2,188,182	9/8/98	Registered
United States	SPOROX	2,175,232	7/21/98	Registered Accepted and Acknowledged on 11/1/03
United States	SULTAN	1,728,798	11/3/92	Registered
United States	ZYMEX	2,551,158	3/19/02	Registered
Venezuela	SULTAN	15679-98	2/25/00	Registered
Venezuela	SULTAN	15680-98	8/21/98	Pending