

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Keltic Financial Partners, LP		04/12/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	AFP Imaging Corporation
Street Address:	260 Clearbrook Road
City:	Elmsford
State/Country:	NEW YORK
Postal Code:	10523
Entity Type:	CORPORATION:

Name:	Visiplex Instruments Corporation
Street Address:	260 Clearbrook Road
City:	Elmsford
State/Country:	NEW YORK
Postal Code:	10523
Entity Type:	CORPORATION:

Name:	Dent-X International, Inc.
Street Address:	260 Clearbrook Road
City:	Elmsford
State/Country:	NEW YORK
Postal Code:	10523
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1221518	AFP
Registration Number:	1266226	AFP IMAGING

CH \$415.00 1221518

Registration Number:	1310946	A F P IMAGING
Registration Number:	1481511	CATH MAX
Registration Number:	1496601	CINE-VIEW
Registration Number:	1714854	EXCEL
Registration Number:	2706945	EXCEL
Registration Number:	1882900	IMAGE-X 70
Registration Number:	1920743	X-MIND
Registration Number:	2000578	DENT-X
Registration Number:	2298782	VISIBRIGHT
Registration Number:	2301510	DENT-X PROIMAGE
Registration Number:	2554516	PROSCOPE
Registration Number:	2378650	9000
Registration Number:	2454162	IMAGE-VET 70
Registration Number:	2714148	EVA

CORRESPONDENCE DATA

Fax Number: (973)295-1267
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 973-360-2357
Email: joyald@gtlaw.com
Correspondent Name: David Joyal
Address Line 1: Greenberg Traurig, LLP
Address Line 2: 200 Park Avenue- P.O. Box 677
Address Line 4: Florham Park, NEW JERSEY 07932

ATTORNEY DOCKET NUMBER:	091533.012500
NAME OF SUBMITTER:	David Joyal
Signature:	/David M. Joyal/
Date:	04/27/2007

Total Attachments: 4
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KELTIC FINANCIAL PARTNERS, LP
555 Theodore Fremd Avenue, Suite C-207
Rye, New York 10580

April 12, 2007

AFP Imaging Corporation
Visiplex Instruments Corporation
Dent-X International Inc.
260 Clearbrook Road
Elmsford, New York 10523

Re: Payoff Letter

Gentlemen:

Reference is hereby made to that certain: (i) Loan and Security Agreement dated September 21, 2001, as amended (the "**Loan Agreement**") by and among Keltic Financial Partners, LP ("**Lender**") and AFP Imaging Corporation, Visiplex Instruments Corporation and Dent-X International Inc., jointly and severally, (collectively, "**Borrower**"); and (ii) the Restated Revolving Note dated September 21, 2004 (the "**Note**") in the original principal sum of \$2,500,000.00, given by Borrower in favor of Lender. Capitalized terms used and not otherwise defined herein shall have the meanings given thereto in the Loan Agreement. Borrower has informed Lender that Borrower will, on the Payoff Date (as hereinafter defined), repay in full all the obligations and liabilities of Borrower to Lender under or in respect of the Loan Agreement (the "**Lender Obligations**").

1. This letter will confirm that all of the Lender Obligations, other than those obligations which survive termination of the Loan Agreement as provided in the Loan Agreement or except as otherwise herein provided, shall be deemed satisfied and paid in full upon receipt by Lender of the following (the date on which all of the conditions shall first be satisfied is herein referred to as the "**Payoff Date**"):

(a) no later than 2:00 p.m., Eastern Standard Time (EST) on the Payoff Date, a wire transfer of immediately available funds to Lender in the aggregate amount of \$749,004.39, subject to adjustment as set forth in **Paragraph 2** (as so adjusted, the "**Payoff Amount**"), consisting of:

(i) \$ 714,514.66 in respect of unpaid principal outstanding under the Loan Agreement (assuming no further loans or repayments are made);

(ii) \$ 3,664.73 in respect of accrued and unpaid interest on such unpaid principal amount, assuming no changes in applicable interest rates and no changes in the outstanding principal amount;

- (iii) \$ 25,000.00 in respect of liquidated damages and unpaid facility fee;
- (iv) \$ 0.00 in respect of bank and wire fees;
- (v) \$ 825.00 in respect of Lender's legal fees and expenses; and
- (vi) \$ 5,000.00 in respect of the Retained Amount (as defined below).

(b) this payoff letter fully signed by Borrower.

2. If the assumptions set forth above with respect to the calculation of the principal, interest, fee, and expense components of the Payoff Amount are not correct, Lender will so advise Borrower and notify Borrower in writing on or before the Payoff Date of the adjusted figure for the Payoff Amount, reflecting the appropriate changes in the amounts of principal, interest, fees, and expenses. Upon receipt of the Payoff Amount in accordance with the foregoing and a fully-signed payoff letter, Lender releases, on and with effect from the Payoff Date, all of its security interests and liens (other than in the Retained Amount) created as security for the Lender Obligations.

3. The Payoff Amount is to be transferred to Harris Trust & Savings Bank, Chicago, Illinois 60690, Account Name: Keltic Financial Partners, LP; Account No. 3117009, ABA#071000288, Ref.: AFP Imaging Corporation, Visiplex Instruments Corporation and Dent-X International Inc., by wire transfer of immediately available funds, for receipt no later than 2:00 p.m. EST on the Payoff Date.

4. Borrower hereby confirms that the commitments of Lender to make loans under the Loan Agreement are terminated as of the Payoff Date and, as of the Payoff Date, Lender has no further obligation to make loans to Borrower. Notwithstanding termination of the Loan Agreement, all obligations of Borrower under the Loan Agreement which by their terms are intended to survive termination shall continue in full force and effect. In furtherance thereof, Borrower acknowledge and agree that their respective obligations and liabilities under the Loan Agreement and the other Loan Documents shall be reinstated with full force and effect if, at any time or after the Payoff Date, all or any portion of the Payoff Amount or any other amounts applied by Lender to the Lender Obligations is voided or rescinded or must otherwise be returned by Lender to Borrower upon any Borrower's insolvency, bankruptcy or reorganization or otherwise.

5. (a) Borrower will, upon Lender's acknowledgement of the satisfaction of the conditions referred to in **Paragraph 1** above, be authorized to prepare and file any Uniform Commercial Code Amendment Statements terminating the security interests and releasing all liens granted by Borrower to Lender pursuant to the Loan Agreement and the Loan Documents as are reasonably necessary to release, as of record, financing statements and all other notices of

security interests and liens previously filed, recorded or registered by Lender with respect to the Lender Obligations. Upon satisfaction of such conditions, Borrower shall further be authorized to prepare, and Lender shall execute and deliver to Borrower's designee, such other documentation required to release or terminate any Lender security interests and liens on any other Collateral securing Lender's Obligations, all in form and substance satisfactory to Lender

(b) Borrower shall be responsible for all costs and expenses in connection with the termination of the aforesaid Financing Statements and all release and termination documentation. Borrower acknowledges that Lender's authorization to release any security interest or claim in any property of Borrower as set forth herein is made without recourse, representation, warranty or other assurance of any kind by Lender as to Lender's rights and any collateral security for amounts owing under the Loan Agreement and the Loan Documents, the condition or value of any collateral or any other matter. Notwithstanding anything to the contrary contained in any of such releases or other documents, the obligations and liabilities of Borrower to Lender under or in respect of the Loan Agreement insofar as such obligations and liabilities survive termination of the Loan Agreement shall continue in full force and effect.

(c) Upon satisfaction of the conditions referred to in **Paragraph 1** above, Lender shall return the original Note to Borrower marked "PAID".

6. Borrower agrees to indemnify Lender from and hold Lender harmless against any and all losses and liabilities which Lender may incur at any time as a result of any nonpayment, claim, refund, or charge back of any check, draft or other instrument which has been credited by Lender to Borrower account with Lender, together with any expenses or other charges incident thereto. The amount of any such losses or liabilities indemnified hereunder shall be paid to Lender promptly by Borrower upon Lender's demand therefore, and the amount of such demand shall be conclusive upon Borrower, absent manifest error. In furtherance of the foregoing, Lender shall retain \$ 5,000.00 (the "**Retained Amount**") until Friday, May 11, 2007, and may apply all or any portion of the Retained Amount to offset any of the following: (i) nonpayment of any checks, drafts or other instruments as set forth above; and (ii) fees and expenses that Lender may have incurred or may have now or hereafter incurred in connection with the transactions contemplated by the Loan Documents that have not yet been reflected in Borrower's loan account, which Borrower is, or may be, required to bear pursuant to the Loan Documents.

7. Borrower acknowledges that the amounts referred to in **Paragraph 1** above are due and owing pursuant to the provisions of the Loan Agreement and confirm their agreement to the terms and provisions of this payoff letter by returning to Lender a signed counterpart of this letter. This letter may be executed in several counterparts (and by each party on a separate counterpart), each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement. Upon the execution and delivery of this letter by Borrower and Lender, this letter shall take effect as a binding agreement.

8. Borrower hereby releases and forever discharges Lender and its representatives, assigns, officers, directors, agents, employees and attorneys from any and all claims, demands, debts, liabilities, actions, and causes of action of every kind and character based upon or arising out of the Loan Agreement, the Loan Documents and the transactions referenced therein.

9. Borrower and Lender hereby warrant and represent to the other that they have not assigned or in any other way conveyed, transferred, or encumbered all or any portion of the claims or rights covered by this payoff letter and are executing this payoff letter voluntarily, after consultation with counsel, and with full knowledge of its significance.

10. This letter shall terminate and be of no further force and effect if the Payoff Amount is not received by 2:00 p.m. EST on Friday, April 13, 2007.

Very truly yours,

KELTIC FINANCIAL PARTNERS, LP

By: Keltic Financial Services LLC, its general partner

By: 

Name: ROBERT M. LAUGHLIN

Title: MANAGING PARTNER

Consented and agreed to by the undersigned:

AFP IMAGING CORPORATION

by 

Name: Elise Nissen

Title: Chief Financial Officer

VISIPLEX INSTRUMENTS CORPORATION

by 

Name: Elise Nissen

Title: Chief Financial Officer

DENT-X INTERNATIONAL, INC.

by 

Name: Elise Nissen

Title: Chief Financial Officer