

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Peter Brasseler Holdings, LLC		02/12/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	A.C. Corporation
Street Address:	1919 Pennsylvania Avenue, NW
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006-3434
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2802841	BRASSELER USA
Registration Number:	1497550	TAVA
Registration Number:	2849995	BRASSELER USA DENTAL ROTARY INSTRUMENTS
Registration Number:	2852278	BRASSELER USA
Registration Number:	2973097	XK-PRO 100
Registration Number:	0706436	BRASSELER
Serial Number:	77326123	TAVA

**CORRESPONDENCE DATA**

Fax Number: (704)339-3470  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 704-377-8170  
 Email: ecampbell@rbh.com  
 Correspondent Name: Elizabeth Campbell  
 Address Line 1: 101 N. Tryon Street

OP \$190.00 2802841

Address Line 2: Suite 1900  
Address Line 4: Charlotte, NORTH CAROLINA 28246

ATTORNEY DOCKET NUMBER: 12714.01084

NAME OF SUBMITTER: Elizabeth Campbell

Signature: /s/

Date: 03/19/2008

**Total Attachments: 5**  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of February 12, 2008, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of A.C. Corporation ("A.C. Corp"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 12, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other Credit Parties, the Lenders from time to time party thereto, A.C. Corp as Administrative Agent for the Lenders, and General Electric Capital Corporation, as Revolver Agent for itself and the Revolving Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PETER BRASSELER HOLDINGS, LLC  
as Grantor

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

Name:

Title:

ACCEPTED AND AGREED  
as of the date first above written:

A.C. CORPORATION  
as Administrative Agent

By:



Name: *Ralph G. Blasie III*

Title: *Exec VP. Private Finance Group Council*

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PETER BRASSELER HOLDINGS, LLC  
as Grantor

By: Don L. Waters  
Name: Don L. Waters  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

A.C. CORPORATION  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE 1  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Serial Number	Registration Number	Registration Date	Country
BRASELER USA	76/191,173	2,802,841	01/06/2004	United States
TAVA	73/618,954	1,497,550	07/26/1988	United States
BRASELER USA DENTAL ROTARY INSTRUMENTS And Design	75/886,154	2,849,995	06/08/2004	United States
BRASELER USA AND DESIGN	75/886,198	2,852,278	6/15/04	United States
XK-PRO 100	78/227,503	2,973,097	07/19/2005	United States
BRASELER	72/072,698	706,436	10/25/1960	United States

2. TRADEMARK APPLICATIONS

Trademark	Serial Number	Filing Date	Country
TAVA	77/326,123	11/09/2007	United States

3. IP LICENSES

None