

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
Cadent Ltd.		06/05/2008	CORPORATION: ISRAEL

RECEIVING PARTY DATA

Name:	Orix Venture Finance LLC
Street Address:	245 Park Avenue
Internal Address:	19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76130586	ORTHOCAD
Serial Number:	75737926	ORTHOCAD
Serial Number:	78842687	CADENT
Serial Number:	78842728	ITERO
Serial Number:	78842742	ORTHOCAD IQ
Serial Number:	78842706	CADENT
Serial Number:	78209981	PROSTHOCAD
Serial Number:	78210042	ORTHOCAD
Serial Number:	75871213	SHOOT THE GERMS
Serial Number:	77437068	ICAST

CORRESPONDENCE DATA

Fax Number: (703)415-1557

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

900121852

**TRADEMARK
 REEL: 003897 FRAME: 0134**

CH \$265.00 76130586

Phone: 703-415-1555
Email: mail@specializedpatent.com
Correspondent Name: Christopher E. Kondracki
Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007
Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	8060801
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	12/02/2008

Total Attachments: 11
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of June 5, 2008 by and between CADENT LTD., a corporation organized under the laws of Israel ("Grantor") and ORIX VENTURE FINANCE LLC, a Delaware limited liability company ("Lender"), with reference to the following facts:

A. Lender, Cadent Holdings, Inc. and Cadent, Inc., each a Delaware corporation (individually and collectively, jointly and severally, "Borrower") and Grantor (as a Guarantor) are parties to that certain Loan and Security Agreement entered into as of the date hereof (as such may be amended, modified, supplemented, or restated, the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement.

B. Grantor has executed and delivered a certain Unconditional Guaranty dated as of the date hereof (as such may be amended, modified, supplemented, or restated, the "Guaranty") pursuant to which Guarantor has unconditionally guaranteed all Obligations of the Borrower under the Loan Agreement, and, pursuant to the Loan Agreement, Guarantor has granted to Lender a security interest in all of the Collateral (as defined therein) to secure the Obligations. The Collateral includes without limitation all Intellectual Property (including, without limitation, the Intellectual Property described herein).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of the Obligations, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under all of the following (all of which shall collectively be called the "Intellectual Property Collateral"):

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished, registered or unregistered, and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on EXHIBIT A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secret rights, including any rights to unpatented inventions, know-how, operating manuals, license rights and agreements, and confidential information, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights which may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part

of the same, including without limitation the patents and patent applications set forth on EXHIBIT B attached hereto (collectively, the “Patents”);

(e) Any trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on EXHIBIT C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on EXHIBIT D attached hereto (collectively, the “Mask Works”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the “Licenses”);

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement, and any amendments thereto, or copies thereof.

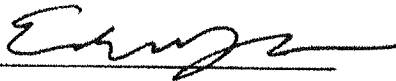
3. Intent. This Agreement is being executed and delivered by the Grantor in conjunction with the security interest granted to Lender under the Loan Agreement and for the purpose of recording and confirming the grant of the security interest of the Lender in the Intellectual Property Collateral with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. It is intended that the security interest granted pursuant to this Agreement is granted in conjunction with, and not in addition to or limitation of, the security interest granted to the Lender under the Loan Agreement. Lender’s rights hereunder and under the Loan Agreement are cumulative.

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Address of Grantor:

17 Ha'Taasiaya St. 3rd Floor
Or Yehuda, Isreal 60212

CADENT LTD.

By: 

Name:

Title:

EDWARD J. SITAR
EXECUTIVE VICE PRESIDENT
CHIEF FINANCIAL OFFICER

Address of Lender:

245 Park Avenue, 19th Floor
New York, New York 10167

ORIX VENTURE FINANCE LLC

By: _____

Kevin P. Sheehan
President and CEO

Address of Grantor:

17 Ha'Taasiaya St. 3rd Floor
Or Yehuda, Isreal 60212

CADENT LTD.

By: _____
Name:
Title:

Address of Lender:

245 Park Avenue, 19th Floor
New York, New York 10167

ORIX VENTURE FINANCE LLC


By: 
Kevin P. Sheehan
President and CEO

EXHIBIT "A"
COPYRIGHTS

None

EXHIBIT "B"

PATENTS

(See Attached)

EXHIBIT B

PATENTS & PATENT APPLICATIONS

TITLE OF INVENTION	US PATENTS (publication no.)	Pending Applications
Method and System for Acquiring Three-Dimensional Teeth Image	US 6,099,314	
Method for Obtaining a Dental Occlusion Map	US 6,334,853	
Virtual Orthodontic Treatment	US 6,739,869 US 7,275,930 (US 2004/0142298) US 7,273,368 (US 2005/0191594)	US 2007/0298367 US 2008/0032250
Placing an Orthodontic Element on a Tooth Surface	US 6,334,772 US 6,695,613 (US 2002/0072028) US 6,976,840 (US 2004/0142297) US 7,147,464 (US 2005/0095551)	US2002/0168602 (CIP) US 2006/0252003 (DIV) US DIV (11/980,369) US DIV (11/979,170)
Dental Image Processing Method and System	US 6,845,175 (US 2003-0169913)	
Computer Game	US 7,001,270 (US 2002/0115482)	
Imaging a Three-Dimensional Structure by Confocal Focusing on Array of Light Beams	US 6,697,164 US 6,940,611 (US 2004/0090638) US 7,092,107 (US 2005/0264828) US 7,230,725 (US 2006/0158665)	US2007/0109559
Computer User Interface for Orthodontic Use	US 6,664,986	
Method and System for Imaging an Individual's Teeth Arrangement		US 2003/0160784
A Method and System for Assisting in Applying an Orthodontic Treatment		US 2004/0175670
Appliance for Positioning Orthodontic Components	US 7,104,792 (US 2003/0215767)	
A Method and System for Assessing the Outcome of an Orthodontic Treatment	US 7,074,039 (US 2003/0215764) US 7,160,107 (US 2003/219692) (CIP)	US 2007/0072145
Dental Imaging Instrument having Air Stream Auxiliary	US 7,255,558 (US 2003/0232302)	US 2007/0134617
A Method for Defining a Finish Line of a Dental Prosthesis	US 7,112,065 (US 2005/0080503)	US 2006/0275737
A Method for Preparing a Physical Plaster Model	US 7,220,124 (US 2005/0250075)	US 2007/0077537 US 2007/0154867
Method and System for Fabricating a Dental Coping, and a Coping Fabricated Thereby	US 6,957,118 (US 2004/0204787) US 7,110,844 (US 2006/0004477)	US 2006/0271229
Method and System for Selecting Orthodontic Appliances		US 2004/0259049
Speckle Reduction Method and Apparatus	US 7,030,383 (US 2005/0029464) US 7,214,946 (US 2006/0097178)	US 2007/0164203

TITLE OF INVENTION	US PATENTS (publication no.)	Pending Applications
Apparatus and Method for Providing High Intensity Non-Coherent Light and for Speckle Reduction	US 7,202,466 (US 2005/0207160)	US 2007/0145248
Method and System for Manufacturing a Dental Prosthesis		US 2005/0177266
Method and System for Designing and Producing Dental Prostheses and Appliances	US 7,333,874 (US 2005/0186540)	USSN 12/007,015*
Method for Providing Data Associated with the Intra-Oral Cavity		US 2005/0283065
Dental Targeting Device and Method	US 7,347,688 (US 2005/0233276)	US 2007/0275340 US 2007/0238066
Device and Method for Applying an Abutment Force Between Dental Appliance and Teeth		US 2005/0244768
Method and Apparatus for Colour Imaging a Three-Dimensional Structure	US 7,319,529 (US 2006/0001739)	US 2008/0024768
Method and System for Providing Feedback Data Useful in Prosthodontic Procedures Associated with the Intra-Oral Cavity		US 2006/0115793
System and Method for Manufacturing a Dental Prosthesis and a Dental Prosthesis Manufactured Thereby	US 7,236,842 (US 2006/0122719)	US 2007/0233299
System and Method for Scanning an Intraoral Cavity	US 7,286,954 (US 2006/0212260)	US 2007/0203663 US 2008/0038688
Method for Manipulating a Dental Virtual Model, Method for creating Physical Entities Based on a Dental Virtual Model thus Manipulated, and Dental Models thus Created		US 2007/0015111
Methods for Use in Dental Articulation	US 7,347,690 (US 2002-0048741)	US 2008/0057466

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EXHIBIT "C"
TRADEMARKS
(See Attached)

CADENT LTD. TRADEMARK STATUS - MAY 7, 2008

<u>Trademark</u>	<u>Classes</u>	<u>Country</u>	<u>Appl #</u>	<u>Filed</u>	<u>Reg #</u>	<u>Reg'd</u>	<u>Status</u>
ORTHO CAD & DEVICE	9	United States	76/130586	19-Sep-00	2603765	6-Aug-02	Registered
ORTHO CAD	9	United States	75/737928	24-Jun-99	2393217	10-Oct-00	Registered
CADENT	9, 10, 40, 42, 44	United States	78/842687	21-Mar-06			Statement of Use filed
ITERO	9, 10, 40, 42, 44	United States	78/842728	21-Mar-06			Statement of Use filed
ORTHO CAD IQ	9, 10, 40, 42	United States	78/842742	21-Mar-06			Statement of Use filed
CADENT (STYLIZED) (IN COLOR)	9, 10, 40, 42, 44	United States	78/842706	21-Mar-06			Statement of Use filed
ORTHO CAD IQ	(no classification system)	Canada	1295152	27-Mar-06			Searched
ITERO	(no classification system)	Canada	1295156	27-Mar-06			Allowed
CADENT	(no classification system)	Canada	1295157	27-Mar-06			Allowed
CADENT (STYLIZED) (IN COLOR)	(no classification system)	Canada	1295265	27-Mar-06			Allowed
CADENT (STYLIZED) (IN COLOR)	9, 10, 40, 42, 44	European Community	4977138	23-Mar-06	4977138	22-Nov-07	Registered
ORTHO CAD IQ	9, 10, 40, 42, 44	European Community	4977146	23-Mar-06	4977146	10-Aug-07	Registered
CADENT	9, 10, 40, 42, 44	European Community	4977161	23-Mar-06	4977161	10-Aug-07	Registered
ITERO	9, 10, 40, 44	European Community	4977179	23-Mar-06	4977179	10-Aug-07	Registered
PROSTHO CAD	10	United States	78/209981	3-Feb-03	2857922	29-Jun-04	Registered
ORTHO CAD	10, 42	United States	78/210042	3-Feb-03	2943590	26-Apr-05	Registered
SHOOT THE GERMS	9	United States	75/871213	13-Dec-99	2564273	23-Apr-02	Registered
ORTHO CAD	44	Israel	156343	10-Apr-02	156343	5-May-03	Registered
ORTHO CAD	9	Japan	58243/99	1-Jul-99	4408032	11-Aug-00	Registered
ORTHO CAD	9, 10, 40, 44	Japan	2003-7899	2-Apr-03	4893236	9-Sep-05	Registered
ORTHO CAD	9	European Community	1212950	18-Jun-99	1212950	20-Oct-00	Registered
ORTHO CAD	10, 44	European Community	3035599	31-Jan-03	3035599	2-Feb-05	Registered
ORTHO CAD	9	Israel	12371	21-Oct-98	12371	9-Sep-99	Renewed
ORTHO CAD	10	Israel	156342	10-Apr-02	156342	5-May-03	Registered
PROSTHO CAD	10	Israel	156045	2-Mar-02	156045	2-Jul-03	Registered
ICAST	39,42	United States	77437068	1-Apr-08			Pending

EXHIBIT "D"

MASK WORKS

None