

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		04/13/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Henry Schein, Inc.
Street Address:	135 Duryea Road
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

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:	3633865	ENDOSEQUENCE
Serial Number:	77326123	TAVA
Serial Number:	77431743	ENDOSEQUENCE
Serial Number:	72072698	BRASSELER

CORRESPONDENCE DATA

Fax Number: (212)969-2900
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 969-3000
 Email: trademark@proskauer.com

CH \$240.00 2802841

900159780

**TRADEMARK
 REEL: 004186 FRAME: 0814**

Correspondent Name: Jenifer deWolf Paine
Address Line 1: Proskauer Rose LP
Address Line 2: 1585 Broadway
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	36142-039/SCHEIN-HOLDINGS
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	04/15/2010

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 13, 2010, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of Henry Schein, Inc. (“HSI”), 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 April 13, 2010 (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 party thereto, the Lenders from time to time party thereto, and HSI, as Administrative Agent for the Lenders and as Revolver Agent for 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 Guaranteed Obligations (as defined in the Guaranty and Security 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. Terms used herein without definition that are defined in the UCC have the meanings given to them in the UCC (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

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 (as defined in the Credit Agreement) and all IP Licenses (as defined in the Credit Agreement) 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;
- (d) all income, royalties 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; and
- (e) to the extent not otherwise included, all proceeds and products of the foregoing;

provided, however, notwithstanding the foregoing, no Lien or security interest is hereby granted on any Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall be deemed granted therein. Each Grantor hereby represents and warrants that the Excluded Property, when taken as a whole, is not material to the business operations or financial condition of the Grantors, taken as a whole.

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: Don L. Waters
Name: DON L. WATERS
Title: CEO

ACCEPTED AND AGREED TO
as of the date first above written:

HENRY SCHEIN, INC.,
as Administrative Agent

By: Mark Mlotek
Name: MARK MLOTOK
Title:

[Signature Page to IP Security Agreement (Trademarks) – Peter Brasseler Holdings, LLC]

TRADEMARK
REEL: 004186 FRAME: 0819

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Serial Number	Registration Number	Registration Date	Country
BRASSELER USA	76/191,173	2,802,841	01/06/2004	United States
TAVA	73/618,954	1,497,550	07/26/1988	United States
BRASSELER USA DENTAL ROTARY INSTRUMENTS And Design	75/886,154	2,849,995	06/08/2004	United States
BRASSELER 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
BRASSELER	72/072,698	706,436	10/25/1960	United States
ENDOSEQUENCE	77/436,018	3,633,865	06/09/09	United States

2. TRADEMARK APPLICATIONS

Trademark	Serial Number	Filing Date	Country
TAVA	77/326,123	11/09/2007	United States
ENDOSEQUENCE	77/431,743	03/26/08	United States

3. IP LICENSES

None