

05/19/2011



103625271

To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies):

Midcap Financial, LLC, as Agent and as Lender

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) _____

- Assignment
- Security Agreement
- Other security agreement payoff
- Merger
- Change of Name

Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Biolase Technology, Inc.

Internal Address: _____

Address: _____

Street Address: 4 Cromwell

City: Irvine

State: California

Country: USA Zip: 92618

Association Citizenship _____

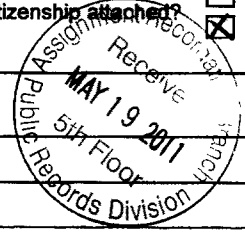
General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Delaware

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

see attached list

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

see attached list

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Michael Carroll, Esq.

Internal Address: Biolase Technology, Inc.

Street Address: 4 Cromwell

City: Irvine

State: CA Zip: 92618

Phone Number: 949-325-0211

Fax Number: 949-340-7379

Email Address: mcarroll@biolase.net

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Michael C. Carroll, General Counsel

Name of Person Signing

05/19/2011 Date

01 FC:0521

Total number of pages including cover sheet, attachments, and document

9

40.00 OP
500.00 OP

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0440, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

BIOLASE TECHNOLOGY, INC.

TRADEMARK NUMBERS

Property Type	Number	WORD MARK
Registration Number	3521567	WATERLASE DENTISTRY
Registration Number	3768531	WCLI
Registration Number	3711090	WORLD CLINICAL LASER INSTITUTE
Registration Number	3513413	ZIPTIP
Registration Number	3587923	WATERLASE MD
Registration Number	3494231	PROPRIETARY MD
Registration Number	3577019	MDFLOW
Registration Number	3502532	EZLASE IT'S SO EASY
Registration Number	3595452	COMFORTPULSE
Registration Number	3489443	EZLASE
Registration Number	3463347	EZTIPS
Registration Number	3454749	EZLASE
Registration Number	2660361	WATERLASE
Registration Number	2433920	PACIFIC AESTHETIC CONTINUUM
Registration Number	2535143	BIOLASE
Registration Number	2826763	BIOLASE
Registration Number	2442942	LAZERSMILE
Registration Number	2306368	HYDROLASE
Serial Number	77949954	ILASE
Serial Number	77949911	ILASE
Serial Number	77570444	WATERLASE DENTISTRY

February 8, 2011

BIOLASE TECHNOLOGY, INC.
4 Cromwell
Irvine, California 92618

Re: Pay-Off Letter

We refer to the Loan and Security Agreement dated as of May 27, 2010 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement") by and among MIDCAP FUNDING III, LLC, a Delaware limited liability company (as successor to MidCap Financial, LLC), with an office located at 7735 Old Georgetown Road, Suite 400, Bethesda, Maryland 20814 ("MidCap"), as collateral Agent ("Agent"), SILICON VALLEY BANK, a California corporation and with a loan production office located at 5820 Canoga Avenue, Suite 210, Woodland Hills, California 91367 ("SVB"), the Lenders listed on Schedule 1.1 to the Loan Agreement (as hereinafter defined) and otherwise party thereto from time to time, including MidCap and SVB (each a "Lender" and collectively, the "Lenders") and BIOLASE TECHNOLOGY, INC., a Delaware corporation (the "Borrower"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Borrower has advised Agent and Lenders that it intends to repay all amounts due and owing under the Loan Agreement and has requested that Agent provide Borrower with appropriate pay-off amounts for the principal, interest, and other amounts owing by Borrower to Lenders under the Loan Documents (as defined below) (such amounts, collectively, the "Obligations"). The pay-off amounts for Borrower as of February 8, 2011 (the "Computation Date") under the Loan Documents are as follows (collectively, together with any additional interest, costs and fees accruing after the Computation Date that must be repaid by Borrower, the "Pay-Off Amount"):

With respect to MidCap:

Principal	\$1,820,000.00
Interest	\$20,892.18
Final Payment	\$63,000.00
Amendment Fee	\$42,000.00
Previously Outstanding Legal Fees	\$15,289.58
Legal Fees since prior invoice	\$ 4,000.00
Total Amount Owing MidCap	\$1,965,181.76

With respect to SVB:

Principal	\$780,000.00
Interest	\$8,953.75
Final Payment	\$27,000.00
Amendment Fee	\$18,000.00
Total Amount Owing SVB	\$833,953.75

From and after the Computation Date and until the Pay-Off Date (as defined below), interest shall continue to accrue on the unpaid principal amount at the rate set forth in the Loan Agreement. The per diem accrual of interest on the unpaid principal amount is \$1,029.17, to be split among the Lenders in accordance with the Pro-Rata Share of each. Upon request of Borrower, Agent shall provide Borrower with a revised figure for the amount of interest to be paid as a part of the Pay-Off Amount. The foregoing accrued interest amount assumes no change in the operative interest rates after the date hereof. The foregoing principal balance assumes no additional credit extensions under the Loan Agreement. Borrower agrees to indemnify Lenders for any and all checks or drafts returned to Lenders by their respective banks as having been dishonored, for

whatever reason. Promptly following receipt by a Lender of any dishonored checks or drafts, regarding the Borrower, such Lender will forward copies of the same to Borrower, and Borrower will, within five (5) business days, make payment of the amount of said checks to such Lender.

This letter agreement confirms that Borrower has waived the right to seek any such additional credit extensions, and the Lenders shall not be obligated to make, and the Lenders shall not make, any further credit extensions or other financial accommodations under the Loan Agreement to or for the benefit of Borrower.

The Pay-Off Amount should be wire-transferred to each Lender as follows:

For MidCap Funding III, LLC:

Silicon Valley Bank
ABA Routing No. 121140399
Account No. 3300690327
Reference: Biolase Technology, Inc.

For SVB:

Silicon Valley Bank
ABA Routing No. 121140399
Account No. 91000-1130560
Reference: Biolase Technology, Inc.

Effective immediately upon each Lender's receipt of payment in full in cash of the Pay-Off Amount with respect to such Lender (the date of each Lender's receipt of the Pay-Off Amount with respect to such Lender being the "Pay-Off Date"), without further action on the part of the parties hereto (i) all indebtedness and obligations of Borrower to Lenders under the Loan Agreement and any other related loan and collateral security documents (excluding the Warrants (as defined below) (collectively, the "Loan Documents") shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to Borrower or any other person under the Loan Agreement shall be terminated; (iii) all security interests and other liens of every type at any time granted to or held by Lenders as security for such indebtedness shall be terminated, and (iv) all other obligations of Borrower under the Loan Documents shall be deemed terminated; provided, however, those Obligations that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Borrower's indemnity obligations set forth in the Loan Agreement shall continue to survive notwithstanding this termination; and provided, further, that to the extent that any payments or proceeds (or any portion thereof) received by any Lender shall be subsequently invalidated, declared to be fraudulent or a fraudulent conveyance or preferential, set aside or required to be repaid to a trustee, receiver, debtor-in-possession or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent that the payment or proceeds is rescinded or must otherwise be restored by a Lender, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, the Obligations or part thereof which were intended to be satisfied shall, unless prohibited by applicable law, be revived and continue to be in full force and effect, as if the payment or proceeds had never been received by such Lender, and this letter shall in no way impair the claims of Agent or the Lenders with respect to the revived Obligations. Notwithstanding the foregoing, should any Lender receive payment of its portion of the Pay-Off Amount in the form of a check made payable to such Lender, the Pay-Off Date with respect to such Lender shall be the date that is ten (10) Business Days following such Lender's receipt of such check.

Within 5 business days following the Pay-Off Date, Agent shall (i) file (1) all UCC-3 Termination Statements to terminate all UCC Financing Statements arising under the Loan Documents in Lenders' favor with respect to Borrower and any of Borrower's property or assets and any third party and any of its property or assets that guaranteed the Obligations or provided collateral security therefore; and (2) any other documents necessary to release or terminate any lien with

respect to Borrower's intellectual property or other property or assets; (ii) deliver notices to terminate any deposit or securities account control agreements relating to any assets in which Borrower or any other party has pledged a security interest to Agent or Lenders to secure the obligations arising under the Loan Documents; and (iii) if applicable, return any pledged stock in Agent's possession to the pledgor. All such agreements, documents, and instruments which are requested by Borrower to be delivered or filed by Agent on or after the Pay-Off Date shall be prepared at no cost or expense to Agent or Lenders; provided, that any costs or expenses incurred by Agent or Lenders with respect to such items (including all reasonable attorneys' fees) shall be reimbursed promptly by Borrower on demand.

Notwithstanding the terms and conditions stated in this letter agreement, the Obligations do not include (a) the amounts of all outstanding letters of credit, if any (including drawn but unreimbursed letters of credit) issued by any Lender on Borrower's behalf, and (b) any amounts outstanding owed by Borrower to any Lender under any cash management services agreements by and between such Borrower and Borrower (such amounts under clauses (a) and (b), the "Outstanding Amounts"). Notwithstanding anything to the contrary in this letter agreement, any Lender's security interest in and lien upon any cash collateral in connection with the foregoing will not terminate or be released upon such Lender's receipt of the Pay-Off Amount and will remain in full force and effect on and after the Pay-Off Date.

Borrower expressly acknowledges and agrees that Borrower does not have any claim, counterclaim, off-set, or defense against Agent or the Lenders with respect to the Loan Arrangement, this letter agreement, the other Loan Documents or otherwise, including, without limitation, respecting the amount and/or determination of the Obligations as set forth herein, and that if Borrower now has, or ever did have, any claim, counterclaim, off-set, or defense against Agent and/or the Lenders, whether known or unknown, at law or in equity, all of them are hereby expressly WAIVED and Borrower hereby RELEASES Agent and/or the Lenders from any liability thereunder.

Effective on and as of the Pay-Off Date, each of MidCap Financial, LLC and SVB Financial Group (each, a "Holder"), as holder of a certain Warrant to Purchase Stock dated May 27, 2010 issued by the Borrower in connection with the Loan Agreement (each, as amended through the date hereof, a "Warrant" and collectively, the "Warrants"), agrees that it shall be deemed to have converted its respective Warrant in full pursuant to the provisions of Article 1.2 thereof. For purposes of such conversion, the fair market value of one Share (as defined in the Warrants) shall be the closing price of a share of the Borrower's common stock, \$0.001 par value per share, reported on the NASDAQ Capital Market for the trading day immediately preceding the Pay-Off Date. The Borrower hereby irrevocably waives delivery by each Holder of the Notice of Exercise (as defined in the Warrants) and the surrender by such Holder of the original Warrant to the Borrower on the Pay-Off Date as necessary conditions to such conversion by Holder of its respective Warrant on and as of the Pay-Off Date; provided, that each Holder shall surrender the original of its respective Warrant to the Borrower within a reasonable time following the Pay-Off Date; provided, further, that if any Holder shall have lost its respective original Warrant or otherwise shall be unable to locate same, it shall deliver to the Borrower in lieu thereof, and Borrower agrees to accept for all purposes of Warrant conversion, an Affidavit of Lost Warrant and Indemnity Agreement in customary form. The Borrower further covenants and agrees with each Holder that the Borrower shall at its sole expense (i) cause a duly executed certificate evidencing the Shares issued to such Holder pursuant to Article 1.2 of its respective Warrant upon conversion in full thereof pursuant to this paragraph to be delivered to and received by such Holder not later than the second (2nd) business day following the Pay-Off Date, and (ii) cause its legal counsel promptly to issue any legal opinion required or requested by the Borrower's transfer agent or any other party in connection with each sale by such Holder of Shares pursuant to, and consistent with, Rule 144 promulgated under the Securities Act of 1933, as amended.

This letter agreement shall be governed by the laws of the State of Maryland and shall become effective only when signed by Agent and accepted by Borrower by its due execution in the space provided below.

Very truly yours,

MIDCAP FUNDING III, LLC

By: _____
Name: _____
Title: _____

SILICON VALLEY BANK

By: *Marla Johnson*
Name: Marla Johnson
Title: Senior Advisor

Acknowledged and agreed to by:

BIOLASE TECHNOLOGY, INC.

By: _____
Name: _____
Title: _____
Date: _____

MIDCAP FINANCIAL, LLC

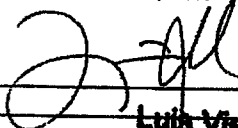
By: _____
Name: _____
Title: _____
Date: _____

SVB FINANCIAL GROUP

By: _____
Name: _____
Title: _____
Date: _____

Very truly yours,

MIDCAP FUNDING III, LLC

By: 
Name: Luis Viera
Title: Managing Director

SILICON VALLEY BANK

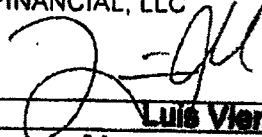
By: _____
Name: _____
Title: _____

Acknowledged and agreed to by:

BIOLASE TECHNOLOGY, INC

By: _____
Name: _____
Title: _____
Date: _____

MIDCAP FINANCIAL, LLC

By: 
Name: Luis Viera
Title: Managing Director
Date: February 4, 2011

SVB FINANCIAL GROUP

By: _____
Name: _____
Title: _____
Date: _____

Very truly yours,

MIDCAP FUNDING III, LLC

By: _____
Name: _____
Title: _____

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

Acknowledged and agreed to by:

BIOLASE TECHNOLOGY, INC.

By: _____
Name: FEDRICO PIGNATELLI
Title: CHAIRMAN - CEO
Date: February 8, 2011

MIDCAP FINANCIAL, LLC

By: _____
Name: _____
Title: _____
Date: _____

SVB FINANCIAL GROUP

By: _____
Name: _____
Title: _____
Date: _____

Very truly yours,

MIDCAP FUNDING III, LLC

By: _____
Name: _____
Title: _____

SILICON VALLEY BANK

By: _____
Name: _____
Title: _____

Acknowledged and agreed to by:

BIOLASE TECHNOLOGY, INC.

By: _____
Name: _____
Title: _____
Date: _____

MIDCAP FINANCIAL, LLC

By: _____
Name: _____
Title: _____
Date: _____

SVB FINANCIAL GROUP

By: *[Signature]*
Name: Shawn Street
Title: Corporate Controller
Date: 2/4/11

Biolase Technology, Inc.
4 Cromwell
Irvine, California 92618

March 31, 2011

U.S. PRIORITY MAIL

United States Patent Trademark Office
Commissioner of Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

RE: Biolase Technology, Inc. Trademark Assignments

Dear Sir/Madam,

On September 2, 2010 twenty-one (21) trademarks listed as an exhibit to the enclosed Form 1594 were assigned to Midcap Financial, LLC as Agent and as Lender as a security interest. The lien has been satisfied as evidenced by the enclosed payoff letter.

As a result of the payoff, we are hereby requesting that the list of trademarks affected by the lien be assigned back to the original owner, Biolase Technology, Inc.

Enclosed, together with Form 1594, the list of trademarks and the payoff letter, please find a copy of the original assignment and a filing fee in the amount of \$540.00.

Should you have any questions, please contact me at (949) 340-7375 or via email at mcarroll@biolase.net.

Best Regards,



Michael C. Carroll, Esq.



05-16-2011

U.S. Patent & Trademark Office Form 1 Rept. 2/01 #32

TRADEMARK

RECORDED: 05/19/2011

REEL: 004555 FRAME: 0303