

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Reaffirmation of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geodigm Corporation		09/26/2013	CORPORATION: MINNESOTA
Lord's Dental Studio, Inc.		09/26/2013	CORPORATION: WISCONSIN
National Dentex Corporation		09/26/2013	CORPORATION: MASSACHUSETTS
Green Dental Laboratories		09/26/2013	CORPORATION: ARKANSAS
Keller Group, Incorporated		09/26/2013	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as agent		
Street Address:	2 Bethesda Metro Center		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	3555303	IMAV	
Registration Number:	3559023	INTEGRATED MOTION AND VISION	
Registration Number:	2919054	CYBER BITE	
Registration Number:	2801527	ICON	
Registration Number:	2944740	EMODEL	
Registration Number:	2789746	GEODIGM	
Registration Number:	2789747	EPLAN	
Registration Number:	2572036	EMODEL	
Registration Number:	3468835	SIGNATURE	
Registration Number:	3386556	CERATHIN	

Registration Number:	3726078	NEWU COSMETIC IMAGING
Registration Number:	3094779	PMC
Registration Number:	3048378	PMZ
Registration Number:	2237174	CERASYSTEMS
Registration Number:	2072815	CERAGOLD
Registration Number:	3610178	THERMOFIT
Registration Number:	3445893	KZ3
Registration Number:	3445894	PINK450
Registration Number:	3360231	SOFTITE
Registration Number:	3506625	BOOMER BRIDGE
Registration Number:	3320665	CLEAR450
Registration Number:	3173577	HOTSHOK
Registration Number:	3160718	V-STOP
Registration Number:	3190045	SAVENEER
Registration Number:	3084993	K-TEMPS
Registration Number:	2591396	SOLOPONTIC
Registration Number:	2242779	CRYSTAL CLEAR
Registration Number:	2171958	MEDISOFT
Registration Number:	1901659	C-LECT
Registration Number:	1442966	KELLER
Registration Number:	2810249	RELIANCE THERMO-GUARD
Registration Number:	2688167	NDX RELIANCE
Registration Number:	1669800	ORAL ARTS DENTAL LABORATORY
Serial Number:	85575149	TINOVA
Serial Number:	85603207	TINOVA

CORRESPONDENCE DATA

Fax Number: 3125585700

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 4200

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

80034-1350

TRADEMARK

REEL: 005124 FRAME: 0152

	Laura Konrath
Signature:	/Laura Konrath/
Date:	10/03/2013
<p>Total Attachments: 9 source=GeoDigmReaffirmation of TM Security Ag#page1.tif source=GeoDigmReaffirmation of TM Security Ag#page2.tif source=GeoDigmReaffirmation of TM Security Ag#page3.tif source=GeoDigmReaffirmation of TM Security Ag#page4.tif source=GeoDigmReaffirmation of TM Security Ag#page5.tif source=GeoDigmReaffirmation of TM Security Ag#page6.tif source=GeoDigmReaffirmation of TM Security Ag#page7.tif source=GeoDigmReaffirmation of TM Security Ag#page8.tif source=GeoDigmReaffirmation of TM Security Ag#page9.tif</p>	

EXECUTION VERSION

REAFFIRMATION OF TRADEMARK SECURITY AGREEMENT

This REAFFIRMATION OF TRADEMARK SECURITY AGREEMENT (this "Reaffirmation of Trademark Security Agreement"), dated as of September 26, is by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors") in favor of GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as administrative agent and collateral agent for the Lenders party to the Amended and Restated Credit Agreement (as such term is hereinafter defined) ("Grantee").

W I T N E S S E T H:

WHEREAS, Geodigm Corporation, as Borrower, the other Loan Parties party thereto, Grantee and the Lenders party thereto are parties to that certain Credit Agreement, dated as of July 29, 2010, as amended by: (i) that certain Amendment No. 1 and Limited Waiver to Credit Agreement, dated as of April 29, 2011; and (ii) that certain Amendment No. 2 to Credit Agreement dated as of April 11, 2013 (as so amended, supplemented or otherwise modified to date, the "Existing Credit Agreement");

WHEREAS, each Grantor, the other Loan Parties party thereto, Grantee and the Lenders are parties to that certain Guaranty and Security Agreement, dated as of July 29, 2010 (as so amended, supplemented or otherwise modified to date, the "Guaranty and Security Agreement");

WHEREAS, each Grantor, the other Loan Parties party thereto, Grantee and the Lenders party thereto are concurrently herewith amending and restating the Existing Credit Agreement in its entirety (as so amended and restated in its entirety, the "Amended and Restated Credit Agreement"); and

WHEREAS, each Grantor, Grantee and the Lenders desire to confirm that the Trademark Collateral continues to secure the Secured Obligations (as defined in the Security Agreement) under and pursuant to the Trademark Security Agreement, dated as of July 29, 2010 (including as supplemented by the updated schedules attached hereto as Annex A, the "Trademark Security Agreement"), both before and after giving effect to the amendment and restatement of the Existing Credit Agreement as the Amended and Restated Credit Agreement.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, and to induce the Lenders to continue the Loans and other financial accommodations under the Amended and Restated Credit Agreement, it is agreed as follows:

1. **DEFINITIONS.**

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Trademark Security Agreement and the Amended and Restated Credit Agreement, as applicable.

2. SUPPLEMENT TO THE TRADEMARK SECURITY AGREEMENT.

This Reaffirmation of Trademark Security Agreement shall be deemed to be a reaffirmation and confirmation of, and supplement to, the Trademark Security Agreement and shall not be construed in any way as a replacement therefor. All of the terms and provisions of this Reaffirmation of Trademark Security Agreement are hereby incorporated by reference into the Trademark Security Agreement as if such terms and provisions were set forth in full therein.

3. GRANTOR REAFFIRMATION; CONTINUED EFFECTIVENESS OF TRADEMARK SECURITY AGREEMENT.

Each Grantor acknowledges receipt of a copy of the Amended and Restated Credit Agreement. Each Grantor hereby acknowledges and agrees that, both before and after giving effect to the Amended and Restated Credit Agreement: (a) the Trademark Security Agreement, including, without limitation, all of the terms, provisions, obligations, guarantees, agreements and schedules of such Grantor under and forming part of the Trademark Security Agreement, is and shall continue to be in full force and effect and is hereby ratified and confirmed in all respects by such Grantor; (b) the Trademark Collateral continues to secure the Secured Obligations (as defined in the Security Agreement), all without offset, defense or counterclaim; and (c) each Grantor hereby reaffirms, confirms and ratifies its obligations and liabilities under the Trademark Security Agreement, all without offset, defense or counterclaim. Each Grantor further acknowledges and agrees that on and after the date hereof all references in the Trademark Security Agreement to "this Trademark Security Agreement", "hereto", "hereof", "hereunder" or words of like import referring to the Trademark Security Agreement shall mean the Trademark Security Agreement as supplemented by this Reaffirmation of Trademark Security Agreement.

4. OTHER TERMS.

4.1. Headings. The headings in this Reaffirmation of Trademark Security Agreement are for convenience of reference only and are not part of the substance of this Reaffirmation of Trademark Security Agreement.

4.2. Successors and Assigns. This Reaffirmation of Trademark Security Agreement and all obligations of the Grantors hereunder shall be binding upon the successors and assigns of such Grantors, respectively (including any debtor-in-possession on behalf of such Grantors) and shall, together with the rights and remedies of Grantee, for itself and for the benefit of Lenders, as supplemented by this Reaffirmation of Trademark Security Agreement, inure to the benefit of Grantee and Lenders, all future holders permitted pursuant to the terms of the Credit Agreement of any instrument evidencing any of the Obligations and their respective successors and assigns permitted pursuant to the terms of the Credit Agreement. No Grantor shall assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Reaffirmation of Trademark Security Agreement or the Trademark Security Agreement without the prior consent of the Grantee.

4.3. Counterparts. This Reaffirmation of Trademark Security Agreement may be executed in any number of counterparts, each of which shall collectively and separately

constitute one and the same agreement. Delivery of an executed counterpart to this Reaffirmation of Trademark Security Agreement by facsimile machine or "pdf" shall be as effective as delivery of a manually executed counterpart of this Reaffirmation of Trademark Security Agreement.

4.4. GOVERNING LAW. IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS REAFFIRMATION OF TRADEMARK SECURITY AGREEMENT 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 parties hereto have executed and delivered this Reaffirmation of Trademark Security Agreement as of the date first above written.

**GEODIGM CORPORATION
LORD'S DENTAL STUDIO, INC.
NATIONAL DENTEX CORPORATION
GREEN DENTAL LABORATORIES
KELLER GROUP, INCORPORATED,**
each as a Grantor

By: _____

Name: Michael Schantz

Title: Chief Financial Officer

GENERAL ELECTRIC CAPITAL CORPORATION,
as Grantee

By: _____

Name: Andrew Moore

Title: Duly Authorized Signatory

ANNEX A

[See attached]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

A. REGISTERED TRADEMARKS


Trademark	Country	Record Owner	App. No.	App. Date	Reg. No.	Reg. Date
IMAV	U.S. Federal	GEODIGM CORPORATION	78727182	05-OCT-2005	3555303	30-DEC-2008
INTEGRATED MOTION AND VISION	U.S. Federal	GEODIGM CORPORATION	78727187	05-OCT-2005	3559023	06-JAN-2009
CYBER BITE	U.S. Federal	GEODIGM CORPORATION	78350024	09-JAN-2004	2919054	18-JAN-2005
ICON	U.S. Federal	GEODIGM CORPORATION	78193454	11-DEC-2002	2801527	30-DEC-2003
	U.S. Federal	GEODIGM CORPORATION	78099957	26-DEC-2001	2944740	26-APR-2005
GEODIGM	U.S. Federal	GEODIGM CORPORATION	78096530	04-DEC-2001	2789746	02-DEC-2003
EPLAN	U.S. Federal	GEODIGM CORPORATION	78096533	04-DEC-2001	2789747	02-DEC-2003
EMODEL	U.S. Federal	GEODIGM CORPORATION	75981862	11-MAR-1997	2572036	21-MAY-2002
SIGNATURE	U.S. Federal	LORD'S DENTAL STUDIO, INC.	77124679	07-MAR-2007	3468835	15-JUL-2008
CERATHIN	U.S. Federal	LORD'S DENTAL STUDIO, INC.	78779641	22-DEC-2005	3386556	19-FEB-2008
	U.S. Federal	LORD'S DENTAL STUDIO, INC.	77344907	05-DEC-2007	3726078	15-DEC-09
PMC	U.S. Federal	GREEN DENTAL LABORATORIES, INC.	76634324	25-MAR-2005	3094779	23-MAY-2006
PMZ	U.S. Federal	GREEN DENTAL LABORATORIES, INC.	76628835	26-JAN-2005	3048378	24-JAN-2006
CERASYSTEM S	U.S. Federal	GREEN DENTAL LABORATORIES, INC.	75160020	03-SEP-1996	2237174	06-APR-1999
CERAGOLD	U.S. Federal	GREEN DENTAL LABORATORIES, INC.	75046287	22-JAN-1996	2072815	17-JUN-1997
THERMOFIT	U.S.	KELLER GROUP	77486262	29-MAY-2008	3610178	21-APR-2009

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	Federal	INCORPORATED				
KZ3	U.S. Federal	KELLER GROUP INCORPORATED	77066561	18-DEC-2006	3445893	10-JUN-2008
PINK450	U.S. Federal	KELLER GROUP INCORPORATED	77066566	18-DEC-2006	3445894	10-JUN-2008
SOFTITE	U.S. Federal	KELLER GROUP INCORPORATED	77006934	25-SEP-2006	3360231	25-DEC-2007
BOOMER BRIDGE	U.S. Federal	KELLER GROUP INCORPORATED	78918880	28-JUN-2006	3506625	23-SEP-2008
CLEAR450	U.S. Federal	KELLER GROUP INCORPORATED	78756042	17-NOV-2005	3320665	23-OCT-2007
HOTSHOK	U.S. Federal	KELLER GROUP INCORPORATED	78688777	09-AUG-2005	3173577	21-NOV- 2006
V-STOP	U.S. Federal	KELLER GROUP INCORPORATED	78597395	29-MAR-2005	3160718	17-OCT-2006
SAVENEER	U.S. Federal	KELLER GROUP INCORPORATED	78592362	22-MAR-2005	3190045	26-DEC-2006
K-TEMPS	U.S. Federal	KELLER GROUP INCORPORATED	78592365	22-MAR-2005	3084993	25-APR-2006
SOLOPONTIC	U.S. Federal	KELLER GROUP INCORPORATED	76302716	21-AUG-2001	2591396	09-JUL-2002
CRYSTAL CLEAR	U.S. Federal	KELLER GROUP INCORPORATED	75453215	19-MAR-1998	2242779	04-MAY- 1999
MEDISOFT	U.S. Federal	KELLER GROUP INCORPORATED	75236295	04-FEB-1997	2171958	07-JUL-1998
C-LECT	U.S. Federal	KELLER GROUP INCORPORATED	74536155	10-JUN-1994	1901659	27-JUN-1995
KELLER	U.S. Federal	KELLER GROUP INCORPORATED	73572201	09-DEC-1985	1442966	16-JUN-1987
RELIANCE THERMO- GUARD	U.S. Federal	NATIONAL DENTEX CORPORATION	76496035	05-MAR-2003	2810249	03-FEB-2004
NDX RELIANCE	U.S. Federal	NATIONAL DENTEX CORPORATION	76330122	26-OCT-2001	2688167	18-FEB-2003
ORAL ARTS DENTAL LABORATORY	U.S. Federal	NATIONAL DENTEX CORPORATION	74052885	25-APR-1990	1669800	24-DEC-1991

B. TRADEMARK APPLICATIONS

Trademark	Country	Record Owner	App. No.	App. Date
TINOVA	U.S. Federal	GEODIGM HOLDINGS, INC.	85575149	20-MAR-2012
	U.S. Federal	GEODIGM HOLDINGS, INC.	85603207	04-APR-2012

C. IP LICENSES

1. Pursuant to the Restatement of Master License Agreement for NTI-Plus Network between NTI-TSS, Inc. (“NTI”) and Keller Laboratories, Inc. dated April 1, 2008, the Company licenses the right to manufacture and market certain intraoral discluder devices under certain trademarks owned by NTI (the “NTI Trademarks”). The NTI Trademarks are as follows:

- The below logo, registered with the United States Patent and Trademark Office on December 23, 2008, registration no. 3549156:

