



02-20-2002

U.S. Patent & TMOfo/TM Mail Rept. Dt. #40

03-06-2002

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Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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**RECORDATION  
TRADEMARK**



102004076

DEPT. OF COMMERCE  
and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

*Handwritten:* Mrs 2/20/2

1. Name of conveying party(ies):

Dental Connect, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 2/5/02

2. Name and address of receiving party(ies)

Name: Comdisco, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 6111 North River Road

City: Rosemont State: IL Zip: 60018

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_

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)  
Additional name(s) & address(es) attached?  Yes  No

*Vertical stamp:* RECEIVED FEB 20 4 10 08 DEPT. OF COMMERCE

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/188,499  
76/188,694; 76/188,697; 76/188698

B. Trademark Registration No.(s) 2,187,337  
2,189,001; 2,455,392; 2,455,423;

Additional number(s) attached  Yes  No

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

Name: Murphy Sheneman Julian & Rogers

Internal Address: Attn: Darlene L. Haun

Street Address: 101 California Street

Suite 3900

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: \_\_\_\_\_

15

7. Total fee (37 CFR 3.41).....\$ 390<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

**DO NOT USE THIS SPACE**

9. Signature.

*Handwritten:* Christine E Wilson

Darlene L. Haun, Legal Assistant

Name of Person Signing

*Handwritten signature:* Darlene L. Haun

Signature

2/14/02

Date

10

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

03/05/2002 DBTRM 00000026 200052 76188499

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01 FC:481 40.00 CH  
02 FC:482 350.00 CH

**Additional Trademark Registration Numbers**

2,455,424;

2,455,425;

2,455,426;

2,457,309;

2,457,310;

2,457,311;and

2,467,805

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 5, 2002 (this "Agreement"), is made between DENTAL CONNECT, INC. (the "Grantor"), in favor of COMDISCO, INC. (the "Secured Party").

### W I T N E S S E T H :

WHEREAS, pursuant to a Purchase and Option Agreement, dated as of February 5, 2002 (the "Purchase Agreement"), between Secured Party and MetDent, Inc., a Delaware corporation ("MetDent"), the Secured Party transferred, sold and assigned certain assets described therein to MetDent;

WHEREAS, as partial consideration for the assets transferred, sold and assigned by Secured Party to MetDent under the Purchase Agreement, Grantor issued to Secured Party a Convertible Note, dated as of February 5, 2002, in the original principal amount of \$1,000,000 (the "Note"), and a contingent obligation to pay Secured Party the sum of \$775,000 pursuant to a Contingent Obligation Agreement dated as of February 5, 2002 between Secured Party and Grantor (the "Contingent Obligation Agreement");

WHEREAS, as a condition to the execution, delivery and performance of the Purchase Agreement by the Secured Party, Grantor has executed and delivered the Security Agreement, dated as of February 5, 2002 (the "Security Agreement");

WHEREAS, pursuant to clause (e) of Section 4.2 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined in Section 1.1 of the Security Agreement) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Secured Party, and hereby grants to the Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks,

certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(c) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(d) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Liens.** Upon the Termination Date, the security interests granted herein shall automatically terminate with respect to the Trademark Collateral. Upon any such termination, the Secured Party will, at the Grantor's sole expense, promptly deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Secured Party hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination, including any documents which may be recorded with the United States Patent and Trademark Office and corresponding offices in other countries of the world.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

DENTAL CONNECT, INC.

By:   
Title: President

COMDISCO, INC.

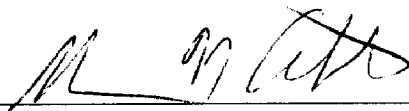
By: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

DENTAL CONNECT, INC.

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

COMDISCO, INC.

By:  \_\_\_\_\_  
Title: Associate General Counsel

**SCHEDULE I**  
**to Trademark Security Agreement**

Item A. Trademarks

Registered Trademarks

<u>Country</u> <u>Date</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration</u>
(i)	2,187,337		
(ii)	2,189,001		
(iii)	2,455,392		
(iv)	2,455,423		
(v)	2,455,424		
(vi)	2,455,425		
(vii)	2,455,426		
(viii)	2,457,309		
(ix)	2,457,310		
(x)	2,457,311		
(xi)	2,467,805		

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
(i)	76/188,499		
(ii)	76/188,694		
(iii)	76/188,697		
(iv)	76/188,698		

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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amalgam.com  
atdentistry.com

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**TRADEMARK**  
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bite.com  
ceonline.com  
ceonline.net  
ceonline.org  
cyberdentalce.com  
dentalassistants.com  
dentalbluebook.com  
dentalbookstore.com  
dentalcalendar.com  
dentalclassifieds.com  
dentalcoupons.com  
dentaldatabase.com  
dentaldesktop.com  
dentaldrugs.com  
dentaleclaims.com  
dentaleducation.com  
dentalemployment.com  
dentalexchange.com  
dentalexchange.net  
dentalexchange.org  
dentalfun.com  
dentalgloves.com  
dentalhygiene.com  
dentalinsure.com  
dentaljobs.com  
dentalmarket.com  
dentalmaterials.com  
dentalregister.com  
dentalschool.com  
dentalshopper.com  
dentalshopping.com  
dentalstudent.com  
dentalsurplus.com  
dentalsync.com  
dentaltechnician.com  
dentaltravel.com  
dentalworksdds.com  
dentalxchange.at  
dentalxchange.cc  
dentalxchange.co.il  
dentalxchange.com  
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dentalxchange.org  
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dentalxchange.ws

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dentalxchangeshop.com  
dentistdirectory.com  
dentistdirectory.org  
dentisttree.com  
drill.com  
dxc.com  
edentalstore.com  
implantsoncall.com  
mobiledentistry.com  
my-dds.com  
netdentistry.com  
newtechdent.com  
odont.com  
officemanagers.com  
payerxchange.com  
teledentistry.com  
vdentist.com  
web-dds.com  
zenithdental.com  
dentalconnect.com  
dentalconnect.org  
dentisoft.com  
dentalpal.com  
giftaxis.com  
dentalxchange.de

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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