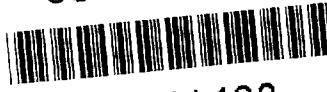


03-04-2002

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



102001438

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):  
Dental Connect, Inc. 2-20-02

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

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

2. Name and address of receiving party(ies)

Name: MetDent, Inc.  
Internal Address: Suite 4H  
Street Address: 1 Madison Avenue  
City: New York State: NY ZIP: 10010

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

**02-20-2002**  
U.S. Patent & TMO's/TM Mail Rcpt Dt. #61

3. Nature of conveyance:

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

Execution Date: February 5, 2002

B. Trademark Registration No.(s)  
2,189,001; 2,455,392; 2,455,423; 2,455,424; 2,455,425;  
2,455,426; 2,457,309; 2,457,310; 2,457,311; 2,467,805; 2,187,337

Additional numbers attached?  Yes  No

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

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

A. Trademark Application No. (s)  
76/188,499; 76/188,694; 76/188,697; 76/188,698

6. Total number of applications and registrations involved: **15**

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

Name: Joan L. Long  
Internal Address: Mayer, Brown, Rowe & Maw  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 190 S. LaSalle St.  
\_\_\_\_\_  
\_\_\_\_\_  
City: Chicago State: IL Zip: 60003

7. Total fee (37 CFR 3.41) ..... \$ 390.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
\_\_\_\_\_  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Joan L. Long      [Signature]      \_\_\_\_\_  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and documents: **39**

03/01/2002 LUPELLER 00000201 76188499

01 FC:481  
02 FC:482

40.00 OP  
350.00 OP

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

1122692.1 022002 1539C 063

TRADEMARK  
REEL: 002456 FRAME: 0472

Item A. Trademarks

Registered Trademarks

(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

(i)	76/188,499
(ii)	76/188,694
(iii)	76/188,697
(iv)	76/188,698

## SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of February 5, 2002 (as amended, supplemented, amended and restated or otherwise modified from time to time, this "Security Agreement"), is made by Dental Connect, Inc., a Delaware corporation ("Grantor"), in favor of MetDent, Inc., a Delaware corporation ("Secured Party").

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

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of February 5, 2002 (the "Purchase Agreement"), between Grantor and Secured Party, the Secured Party transferred, sold and assigned certain assets described therein to Grantor;

WHEREAS, as consideration for the assets transferred, sold and assigned by Secured Party to Grantor under the Purchase Agreement, Grantor issued to Secured Party a Convertible Note, dated as of February 5, 2002, in the original principal amount of \$2,000,000 (the "Note"); and

WHEREAS, as a condition to the execution, delivery and performance of the Purchase Agreement by the Secured Party, Grantor is required to execute and deliver this Security Agreement;

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

### ARTICLE I DEFINITIONS

SECTION 1.1. Certain Terms. The following terms when used in this Security Agreement, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof):

"Collateral" is defined in Section 2.1.

"Collateral Account" is defined in clause (c) of Section 4.3.

"Comdisco" means Comdisco, Inc., a Delaware corporation.

"Comdisco Agreement" means the Security Agreement dated as of February 5, 2002 between Grantor and Comdisco.

"Comdisco Collateral" means the Collateral as defined in Section 2.1 of the Comdisco Agreement.

"Computer Hardware and Software Collateral" means:

(a) all computer and other electronic data processing hardware, integrated computer systems, central processing units, memory units, display terminals, printers, features, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories and all peripheral devices and other related computer hardware;

(b) all software programs (including both source code, object code and all related applications and data files), whether now owned, licensed or leased or hereafter acquired by Grantor, designed for use on the computers and electronic data processing hardware described in clause (a) above;

(c) all firmware associated therewith;

(d) all documentation (including flow charts, logic diagrams, manuals, guides and specifications) with respect to such hardware, software and firmware described in the preceding clauses (a) through (c); and

(e) all rights with respect to all of the foregoing, including any and all copyrights, licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications and any substitutions, replacements, additions or model conversions of any of the foregoing.

“Copyright Collateral” means all copyrights of the Grantor, whether statutory or common law, registered or unregistered and whether published or unpublished, now or hereafter in force throughout the world including all of the Grantor’s rights, titles and interests in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Schedule IV hereto, and registrations and recordings thereof and all applications for registration thereof, whether pending or in preparation, all copyright licenses, including each copyright license referred to in Item B of Schedule IV hereto, the right to sue for past, present and future infringements of any of the foregoing, all rights corresponding thereto, all extensions and renewals of any thereof and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

“Grantor” is defined in the preamble.

“Intellectual Property Collateral” means, collectively, the Computer Hardware and Software Collateral, the Copyright Collateral, the Patent Collateral, the Trademark Collateral and the Trade Secrets Collateral.

“Note” is defined in the second “Whereas” clause.

“Obligations” means all indebtedness, obligations and liabilities of the Grantor to the Secured Party arising under or in connection with the Note, including, without limitation, principal, interest and costs associated with the enforcement of the Note.

“Patent Collateral” means:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing and each patent and patent application referred to in Item A of Schedule II hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all patent licenses, and other agreements providing a Grantor with the right to use any items of the type referred to in clauses (a) and (b) above, including each patent license referred to in Item B of Schedule II hereto; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

“Person” means an individual, corporation, limited liability company, partnership, trust, unincorporated association, joint venture, joint-stock company, governmental authority or any other entity.

“Purchase Agreement” is defined in the first “Whereas” clause.

“Receivables” is defined in clause (c) of Section 2.1.

“Related Contracts” is defined in clause (c) of Section 2.1.

“Security Agreement” is defined in the preamble.

“Specified Event” means the occurrence and continuance of an Event of Default as defined in the Note.

“Termination Date” means the date on which the first of the following occurs:

- (a) the closing of the First Round Funding (as such term is defined in the Note); or
- (b) the Obligations have been paid in full .

“Trademark Collateral” means:

(e) (i) all 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 III 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");

(f) all Trademark licenses for the grant by or to Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule III hereto; and

(g) 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);

(h) 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

(i) all proceeds of, and rights associated with, the foregoing, including any claim by a 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.

"Trade Secrets Collateral" means all common law and statutory trade secrets and all other confidential, proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of a Grantor (all of the foregoing being collectively called a "Trade Secret"), whether or not such Trade Secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating or referring in any way to such Trade Secret, all Trade Secret licenses, including each Trade Secret license referred to in Schedule V hereto, and including the right to sue for and to enjoin and to collect damages for the actual or threatened misappropriation of any Trade Secret and for the breach or enforcement of any such Trade Secret license.

SECTION 1.2. UCC Definitions. Unless otherwise defined herein or in the Purchase Agreement or the context otherwise requires, terms for which meanings are provided in the UCC are used in this Security Agreement (whether or not capitalized herein), including its preamble and recitals, with such meanings.

## ARTICLE II SECURITY INTEREST

SECTION 2.1. Grant of Security Interest. Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers and transfers to the Secured Party, for its benefit, and hereby grants to the Secured Party, for its benefit, a continuing security interest in all of the following property, whether tangible or intangible, whether now or hereafter existing, owned or acquired by Grantor, and wherever located (collectively, the "Collateral");

(a) (i) all investment property in which Grantor has an interest, and (ii) all other capital securities which are interests in corporations, limited liability companies or partnerships in which Grantor has an interest, in each case together with dividends and distributions payable in respect of the Collateral described in the foregoing clauses (a)(i) and (a)(ii);

(b) all goods, including all equipment and inventory in all of its forms of Grantor;

(c) all accounts, contracts, contract rights, chattel paper, documents, instruments, promissory notes and general intangibles (including tax refunds and all payment intangibles) of Grantor, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights of Grantor now or hereafter existing in and to all security agreements, guaranties, leases and other contracts securing or otherwise relating to any such accounts, contracts, contract rights, chattel paper, documents, instruments, promissory notes, general intangibles and payment intangibles (all of the foregoing collectively referred to as the "Receivables", and any and all such security agreements, guaranties, leases and other contracts collectively referred to as the "Related Contracts");

(d) all Intellectual Property Collateral of Grantor;

(e) all deposit accounts of Grantor;

(f) all of Grantor's letter of credit rights;

(g) all commercial tort claims in which Grantor has rights (including as a plaintiff);

(h) the Collateral Account, all cash, checks, drafts, notes, bills of exchange, money orders, other like instruments and all investment property held in the Collateral Account (or in any sub-account thereof) and all interest and earnings in respect thereof;

(i) all books, records, writings, data bases, information and other property relating to, used or useful in connection with, evidencing, embodying, incorporating or referring to, any of the foregoing in this Section;

(j) all of Grantor's other property and rights of every kind and description and interests therein; and

(k) all products, offspring, rents, issues, profits, returns, income, supporting obligations and proceeds of and from any and all of the foregoing Collateral (including proceeds which constitute property of the types described in clauses (a) through (j), and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral).

SECTION 2.2. Security for Obligations. This Security Agreement and the Collateral in which the Secured Party is granted a security interest hereunder by the Grantor secures the payment of all Obligations of the Grantor now or hereafter existing.

SECTION 2.3. Grantor Remains Liable. Anything herein to the contrary notwithstanding

(a) the Grantor will remain liable under the contracts and agreements included in the Collateral to the extent set forth therein, and will perform all of its duties and obligations under such contracts and agreements to the same extent as if this Security Agreement had not been executed;

(b) the exercise by the Secured Party of any of its rights hereunder will not release Grantor from any of its duties or obligations under any such contracts or agreements included in the Collateral; and

(c) Secured Party will not have any obligation or liability under any contracts or agreements included in the Collateral by reason of this Security Agreement, nor will Secured Party be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

SECTION 2.4. Security Interest Absolute, etc. This Security Agreement shall in all respects be a continuing, absolute, unconditional and irrevocable grant of security interest, and shall remain in full force and effect until the Termination Date. All rights of the Secured Party and the security interests granted to the Secured Party (for its benefit) hereunder, and all obligations of the Grantor hereunder, shall, in each case, be absolute, unconditional and irrevocable irrespective of:

(a) the failure of Secured Party

(i) to assert any claim or demand or to enforce any right or remedy against any obligor or any other Person, or

(ii) to exercise any right or remedy against any guarantor of, or collateral securing, any Obligations;

(b) any change in the time, manner or place of payment of, or in any other term of, all or any part of the Obligations, or any other extension, compromise or renewal of any Obligation;

(c) any reduction, limitation, impairment or termination of any Obligations for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and Grantor hereby waives any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any Obligations or otherwise;



(d) any addition, exchange or release of any collateral or of any Person that is (or will become) a guarantor of the Obligations, or any surrender or non-perfection of any collateral, or any amendment to or waiver or release or addition to, or consent to or departure from, any other guaranty held by Secured Party securing any of the Obligations; or

(e) any other circumstance which might otherwise constitute a defense available to, or a legal or equitable discharge of, any obligor, any surety or any guarantor.

SECTION 2.5 Priority of Security Interest. Secured Party agrees for the express benefit of Comdisco that regardless of the relative times of attachment or perfection or the order of filing of financing statements or other documents, any liens granted by Grantor in favor of Comdisco in the Comdisco Collateral owned by Grantor shall in all respects be first and senior liens, superior to any liens in the Comdisco Collateral in favor of Secured Party, until the Termination Date (as such term is defined in Section 1.1 of the Comdisco Agreement). Secured Party agrees for the express benefit of Comdisco that in the event of a Specified Event (as such term is defined in Section 1.1 of the Comdisco Agreement) prior to the Termination Date, all tangible personal property included in the Comdisco Collateral in the possession of Secured Party shall be immediately delivered in kind to Comdisco or, if not deliverable in kind, all cash or non-cash proceeds and profits of such property shall be held in trust for the benefit of Comdisco and paid over to Comdisco, without any deduction or offset.

### ARTICLE III REPRESENTATIONS AND WARRANTIES

In order to induce the Secured Party to enter into and perform the obligations under the Purchase Agreement, the Grantor represents and warrants to Secured Party as set forth below.

SECTION 3.1. Grantor Name, Location, etc. The jurisdiction in which Grantor is located for purposes of Sections 9-301 and 9-307 of the UCC is set forth in Item A of Schedule I hereto. Grantor has any no trade names other than those set forth in Item B of Schedule I hereto. During the four months preceding the date hereof, Grantor has not been known by any legal name different from the one set forth on the signature page hereto, nor has Grantor been the subject of any merger or other corporate reorganization. The name set forth on the signature page is the true and correct name of Grantor. Grantor's federal taxpayer identification number is (and, during the four months preceding the date hereof, Grantor has not had a federal taxpayer identification number different from that) set forth in Item C of Schedule I hereto. If the Collateral of Grantor includes any inventory located in the State of California, Grantor is not a "retail merchant" within the meaning of Section 9102 of the California UCC. Grantor is not a party to any federal, state or local government contract Grantor maintains no deposit accounts with any Person except as set forth in Item D of Schedule I hereto.

SECTION 3.2. Ownership, No Liens, etc. Grantor owns its Collateral free and clear of any liens, security interests or other encumbrances, except for (a) liens created by this Security Agreement, (b) a first position security interest in the Intellectual Property Collateral in favor of Comdisco, and (c) a first position security interest and/or purchase money security interest in

certain of the Collateral (the "SVB Collateral") in favor of Silicon Valley Bank ("SVB") (collectively the "Permitted Liens"). The property to be included in the SVB Collateral shall be determined by SVB, Secured Party and Grantor as soon as reasonably practicable. Secured Party hereby consents to the grant by Grantor of a first position security interest and/or purchase money security interest in the SVB Collateral to SVB. No effective financing statement or other filing similar in effect covering any Collateral is on file in any recording office, except those filed in favor of the Secured Party relating to this Security Agreement, those filed in favor of Comdisco with respect to the Intellectual Property Collateral and those filed in favor of SVB with respect to the SVB Collateral.

SECTION 3.3. Possession of Inventory, etc. Grantor agrees that it will maintain exclusive possession of its goods, instruments, promissory notes and inventory, other than (a) inventory in transit in the ordinary course of business, (b) inventory which is in the possession or control of a warehouseman, bailee agent or other Person (other than a Person controlled by or under common control with Grantor) that has been notified of the security interest created in favor of the Secured Party pursuant to this Security Agreement, and has agreed to hold such inventory subject to the Secured Party's lien and waive any lien held by it against such inventory and (c) instruments or promissory notes that have been delivered to the Secured Party pursuant to Section 3.5.

SECTION 3.4. Negotiable Documents, Instruments and Chattel Paper. Grantor has delivered to the Secured Party possession of all originals of all negotiable documents, instruments, promissory notes and chattel paper owned or held by Grantor on the date hereof.

SECTION 3.5. Intellectual Property Collateral. With respect to any Intellectual Property Collateral:

- (a) such Intellectual Property Collateral is subsisting and to Grantor's knowledge has not been adjudged invalid or unenforceable, in whole or in part;
- (b) such Intellectual Property Collateral is valid and enforceable;
- (c) Grantor has made or will promptly make all necessary filings and recordations to protect its interest in such Intellectual Property Collateral, including recordations of all of its interests in the Patent Collateral and Trademark Collateral in the United States Patent and Trademark Office and in corresponding offices throughout the world, and its claims to the Copyright Collateral in the United States Copyright Office and in corresponding offices throughout the world;
- (d) Grantor is the exclusive owner of the entire and unencumbered right, title and interest in and to such Intellectual Property Collateral (except for the Permitted Liens and any ownership interest of Secured Party in the Intellectual Property Collateral) and no claim has been made that the use of such Intellectual Property Collateral does or may violate the asserted rights of any third party; and
- (e) Grantor has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every such item

of Intellectual Property Collateral in full force and effect throughout the world, as applicable.

Grantor owns directly or jointly with Secured Party or is entitled to use by license or otherwise, all patents, Trademarks, Trade Secrets, copyrights, mask works, licenses, technology, know-how, processes and rights with respect to any of the foregoing used in, necessary for or of importance to the conduct of such Grantor's business.

SECTION 3.6. Validity, etc. This Security Agreement creates a valid security interest in the Collateral securing the payment of the Obligations. Grantor has filed or caused to be filed all financing statements in the appropriate offices therefor (or has authenticated and delivered to the Secured Party financing statements suitable for filing in such offices) and has taken all of the actions necessary to create perfected security interests in the applicable Collateral.

SECTION 3.7. Authorization, Approval, etc. Provided that Secured Party has filed or caused to be filed all financing statements in the appropriate offices therefor with respect to all of the Collateral for which the filing of a financing statement is a proper method of perfection, and except as have been obtained or made and are in full force and effect or for any filings or recordations to be made promptly hereafter with respect to the Intellectual Property Collateral as provided in Section 3.5(c) above, no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority is required either:

(a) for the grant by the Grantor of the security interest granted hereby, the pledge by the Grantor of any Collateral pursuant hereto or for the execution, delivery and performance of this Security Agreement by the Grantor; or

(b) for the perfection of or the exercise by the Secured Party of its rights and remedies hereunder.

#### ARTICLE IV COVENANTS

Grantor covenants and agrees that, until the Termination Date, Grantor will perform, comply with and be bound by the obligations set forth below.

SECTION 4.1. Name of Grantor. Grantor will not change its name or place of incorporation or organization or federal taxpayer identification number except upon 30 days' prior written notice to the Secured Party.

SECTION 4.2. As to Receivables.

(a) Grantor shall have the right to collect all Receivables so long as no Specified Event shall have occurred and be continuing.

(b) Upon (i) the occurrence and continuance of a Specified Event and (ii) the delivery of written notice by the Secured Party to Grantor, all proceeds of Collateral received by Grantor shall be delivered in kind to the Secured Party for deposit to a deposit account (the "Collateral Account") of Grantor maintained with a bank designated by the Secured Party, and Grantor shall not commingle any such proceeds, and shall hold separate and apart from all other property, all such proceeds in express trust for the benefit of the Secured Party until delivery thereof is made to the Secured Party.

SECTION 4.3. As to Collateral.

(a) Subject to clause (b) of this Section, Grantor (i) may in the ordinary course of its business, at its own expense, sell, lease or furnish under the contracts of service any of the inventory normally held by Grantor for such purpose, and use and consume, in the ordinary course of its business, any raw materials, work in process or materials normally held by Grantor for such purpose, (ii) will, at its own expense, endeavor to collect, as and when due, all amounts due with respect to any of the Collateral, including the taking of such action with respect to such collection as the Secured Party may reasonably request following the occurrence of a Specified Event or, in the absence of such request, as Grantor may deem advisable, and (iii) may grant, in the ordinary course of business, to any party obligated on any of the Collateral, any rebate, refund or allowance to which such party may be lawfully entitled, and may accept, in connection therewith, the return of goods, the sale or lease of which shall have given rise to such Collateral.

(b) At any time following the occurrence and during the continuance of a Specified Event, whether before or after the maturity of any of the Obligations, the Secured Party may (i) revoke any or all of the rights of Grantor set forth in clause (a), (ii) notify any parties obligated on any of the Collateral to make payment to the Secured Party of any amounts due or to become due thereunder and (iii) enforce collection of any of the Collateral by suit or otherwise and surrender, release, or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidenced thereby.

(c) Upon request of the Secured Party following the occurrence and during the continuance of a Specified Event, Grantor will, at its own expense, notify any parties obligated on any of the Collateral to make payment to the Secured Party of any amounts due or to become due thereunder.

(d) At any time following the occurrence and during the continuation of a Specified Event, the Secured Party may endorse, in the name of Grantor, any item, howsoever received by the Secured Party, representing any payment on or other proceeds of any of the Collateral.

SECTION 4.4. As to Intellectual Property Collateral. Grantor covenants and agrees to comply with the following provisions as such provisions relate to any Intellectual Property Collateral material to the operations or business of Grantor:

(a) Grantor will not (i) do or fail to perform any act whereby any of the Patent Collateral may lapse or become abandoned or dedicated to the public or unenforceable, (ii) permit any of its licensees to (A) fail to continue to use any of the Trademark Collateral in order to maintain all of the Trademark Collateral in full force free from any claim of abandonment for non-use, (B) fail to maintain as in the past the quality of products and services offered under all of the Trademark Collateral, (C) fail to employ all of the Trademark Collateral registered with any federal or state or foreign authority with an appropriate notice of such registration, (D) adopt or use any other Trademark which is confusingly similar or a colorable imitation of any of the Trademark Collateral, (E) use any of the Trademark Collateral registered with any federal, state or foreign authority except for the uses for which registration or application for registration of all of the Trademark Collateral has been made (F) do or permit any act or knowingly omit to do any act whereby any of the Trademark Collateral may lapse or become invalid or unenforceable, or (G) do or permit any act or knowingly omit to do any act whereby any of the Copyright Collateral or any of the Trade Secrets Collateral may lapse or become invalid or unenforceable or placed in the public domain except upon expiration of the end of an unrenovable term of a registration thereof, unless, in the case of any of the foregoing requirements in clauses (i), (ii) and (iii), Grantor shall either (x) reasonably and in good faith determine that any of such Intellectual Property Collateral is of negligible economic value to Grantor, or (y) have a valid business purpose to do otherwise;

(b) Grantor shall promptly notify the Secured Party if it knows, or has reason to know, that any application or registration relating to any material item of the Intellectual Property Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any foreign counterpart thereof or any court) regarding Grantor's ownership of any of the Intellectual Property Collateral, its right to register the same or to keep and maintain and enforce the same;

(c) in no event will Grantor or any of its agents, employees, designees or licensees file an application for the registration of any Intellectual Property Collateral with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, unless it promptly informs the Secured Party, and upon request of the Secured Party, executes and delivers all agreements, instruments and documents as the Secured Party may reasonably request to evidence the Secured Party's security interest in such Intellectual Property Collateral;

(d) Grantor will take all necessary steps, including in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of, the Intellectual Property Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the

payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted under the foregoing clause (a) or (b)); and

(e) Grantor will execute and deliver to the Secured Party a Patent Security Agreement, Trademark Security Agreement and/or Copyright Security Agreement, as the case may be, in the forms of Exhibit A, Exhibit B and Exhibit C hereto, and shall execute and deliver to the Secured Party any other document required to acknowledge or register or perfect the Secured Party's interest in any part of such item of Intellectual Property Collateral.

(f) Except for the Permitted Liens, Grantor shall not convey, sell, transfer, encumber or otherwise dispose of any part of the Collateral, or create, incur or allow any lien on any of the Collateral, or assign or convey any right relating thereto, without the prior written consent of Secured Party.

SECTION 4.5. Further Assurances, etc. Grantor agrees that, from time to time at its own expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that the Secured Party may reasonably request, in order to perfect, preserve and protect any security interest granted or purported to be granted hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Grantor will

(a) from time to time upon the request of the Secured Party, promptly deliver to the Secured Party such stock powers, instruments and similar documents, satisfactory in form and substance to the Secured Party, with respect to such Collateral as the Secured Party may reasonably request and will, from time to time upon the request of the Secured Party after the occurrence and during the continuance of any Specified Event promptly transfer any securities constituting Collateral into the name of any nominee designated by the Secured Party; if any Collateral shall be evidenced by an instrument, negotiable document, promissory note or chattel paper, deliver and pledge to the Secured Party hereunder such instrument, negotiable document, promissory note or chattel paper duly endorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to the Secured Party;

(b) file (or cause to be filed) such financing statements or continuation statements, or amendments thereto, and such other instruments or notices (including any assignment of claim form under or pursuant to the federal assignment of claims statute, 31 U.S.C. § 3726, any successor or amended version thereof or any regulation promulgated under or pursuant to any version thereof), as may be necessary or that the Secured Party may reasonably request in order to perfect and preserve the security interests and other rights granted or purported to be granted to the Secured Party hereby;

(c) deliver to the Secured Party and at all times keep pledged to the Secured Party pursuant hereto, at the reasonable request of the Secured Party, all investment property constituting Collateral, all dividends and distributions with respect thereto, and all interest and principal with respect to promissory notes, and all proceeds and rights

from time to time received by or distributable to Grantor in respect of any of the foregoing Collateral;

(d) not take or omit to take any action the taking or the omission of which would result in any impairment or alteration of any obligation of the maker of any payment intangible or other instrument constituting Collateral;

(e) furnish to the Secured Party, from time to time at the Secured Party's request, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Secured Party may reasonably request, all in reasonable detail;

(f) do all things reasonably requested by the Secured Party in order to enable the Secured Party to have control (as such term is defined in Article 8 and Article 9 of any applicable Uniform Commercial Code relevant to the creation, perfection or priority of Collateral consisting of deposit accounts, accounts and letter of credit rights) over any Collateral; and

(g) notify the Secured Party if Grantor reasonably believes it is entitled to recover a commercial tort claim the value of which is in excess of \$1,000,000 and Grantor take all such action reasonably requested by the Secured Party to grant to the Secured Party and perfect a security interest in such commercial tort claim.

With respect to the foregoing and the grant of the security interest hereunder, Grantor hereby authorizes the Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral. Grantor agrees that a carbon, photographic or other reproduction of this Security Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

## ARTICLE V THE SECURED PARTY

SECTION 5.1. Secured Party Appointed Attorney-in-Fact. Grantor hereby irrevocably appoints the Secured Party its attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise, from time to time in the Secured Party's discretion, following the occurrence and during the continuance of a Specified Event, to take any action and to execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Security Agreement, including:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above;

(c) to file any claims or take any action or institute any proceedings which the Secured Party may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Collateral; and

(d) to perform the affirmative obligations of Grantor hereunder.

Grantor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this Section is irrevocable and coupled with an interest.

SECTION 5.2. Secured Party May Perform. If Grantor fails to perform any agreement contained herein, the Secured Party may itself perform, or cause performance of, such agreement, and the expenses of the Secured Party incurred in connection therewith shall be payable by Grantor pursuant to Section 6.4.

SECTION 5.3. Secured Party Has No Duty. The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty on it to exercise any such powers. Except for reasonable care of any Collateral in its possession and the accounting for moneys actually received by it hereunder, the Secured Party shall have no duty as to any Collateral or responsibility for

(a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any investment property, whether or not the Secured Party has or is deemed to have knowledge of such matters, or

(b) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

SECTION 5.4. Reasonable Care. The Secured Party is required to exercise reasonable care in the custody and preservation of any of the Collateral in its possession; provided that the Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral, if it takes such action for that purpose as Grantor reasonably requests in writing at times other than upon the occurrence and during the continuance of any Specified Event, but failure of the Secured Party to comply with any such request at any time shall not in itself be deemed a failure to exercise reasonable care.

## ARTICLE VI REMEDIES

SECTION 6.1. Certain Remedies. If any Specified Event shall have occurred and be continuing:

(a) The Secured Party may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral) and also may



(i) require Grantor to, and Grantor hereby agrees that it will, at its expense and upon request of the Secured Party forthwith, assemble all or part of the Collateral as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to both parties, and

(ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem commercially reasonable. Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days prior notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral shall be applied by the Secured Party against, all or any part of the Obligations.

(c) The Secured Party may

(i) transfer all or any part of the Collateral into the name of the Secured Party or its nominee, with or without disclosing that such Collateral is subject to the lien hereunder,

(ii) notify the parties obligated on any of the Collateral to make payment to the Secured Party of any amount due or to become due thereunder,

(iii) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto,

(iv) endorse any checks, drafts, or other writings in Grantor's name to allow collection of the Collateral,

(v) take control of any proceeds of the Collateral, and

(vi) execute (in the name, place and stead of Grantor) endorsements, assignments, stock powers and other instruments of conveyance or transfer with respect to all or any of the Collateral.

SECTION 6.2. Compliance with Restrictions. Grantor agrees that in any sale of any of the Collateral whenever a Specified Event shall have occurred and be continuing, the Secured Party is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable law (including compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that such prospective bidders and purchasers have certain qualifications, and restrict such prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of such Collateral), or in order to obtain any required approval of the sale or of the purchaser by any governmental authority or official, and Grantor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Secured Party be liable nor accountable to Grantor for any discount allowed by the reason of the fact that such Collateral is sold in compliance with any such limitation or restriction.

SECTION 6.3. Protection of Collateral. The Secured Party may from time to time, at its option, perform any act which Grantor fails to perform after being requested in writing so to perform (it being understood that no such request need be given after the occurrence and during the continuance of a Specified Event) and the Secured Party may from time to time take any other action which the Secured Party reasonably deems necessary for the maintenance, preservation or protection of any of the Collateral or of its security interest therein.

## ARTICLE VII MISCELLANEOUS PROVISIONS

SECTION 7.1. Binding on Successors, Transferees and Assigns; Assignment. This Security Agreement shall remain in full force and effect until the Termination Date has occurred, shall be binding upon the Grantor and its successors, transferees and assigns and shall inure to the benefit of and be enforceable by Secured Party and its successors, transferees and assigns; provided that Grantor may not assign any of its obligations hereunder without the prior written consent of Secured Party.

SECTION 7.2. Amendments, etc. No amendment to or waiver of any provision of this Security Agreement, nor consent to any departure by Grantor from its obligations under this Security Agreement, shall in any event be effective unless the same shall be in writing and signed by the Secured Party and the Grantor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 7.3. Notices. All notices and other communications provided for hereunder shall be in writing or by facsimile and addressed, delivered or transmitted to the appropriate party at the address or facsimile number of such party specified on the signature pages hereto or at such other address or facsimile number as may be designated by such party in a notice to the other party. Any notice or other communication, if mailed and properly addressed with postage prepaid or if properly addressed and sent by pre-paid courier service, shall be deemed given

when received; any such notice or other communication, if transmitted by facsimile, shall be deemed given when transmitted and electronically confirmed.

SECTION 7.4. Release of Liens. Upon the Termination Date, the security interests granted herein shall automatically terminate with respect to the 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 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.

SECTION 7.5. No Waiver; Remedies. In addition to, and not in limitation of Section 2.4, no failure on the part of Secured Party to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

SECTION 7.6. Headings. The various headings of this Security Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Security Agreement or any provisions thereof.


SECTION 7.7. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such provision and such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Security Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

SECTION 7.8. Governing Law, Entire Agreement, etc. **THIS SECURITY AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING FOR SUCH PURPOSE SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.** This Security Agreement and the Note constitute the entire understanding among the parties hereto with respect to the subject matter hereof and thereof and supersede any prior agreements, written or oral, with respect thereto.

SECTION 7.9. Counterparts. This Security 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.

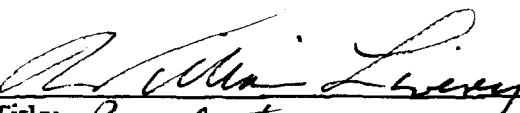
IN WITNESS WHEREOF, each of the parties hereto has caused this Security Agreement to be duly executed and delivered by its Authorized Officer as of the date first above written.

DENTAL CONNECT, INC.  
GRANTOR

By:   
Title: *President*

Address for Notices: 17911 Von Karman  
Suite 250  
Irvine, CA 92614

METDENT, INC.  
SECURED PARTY

By:   
Title: *President*

Address for Notices: One Madison Avenue  
Suite 4H  
New York, New York  
10010

SCHEDULE I  
to Security Agreement

Item A. Locations of Grantor: 17911 Von Karman  
Irvine, California 92614

3330 Balmoral Drive, Suite A  
Sacramento, California 95821

3500 Camino Avenue  
Oxnard, California 93030

Item B. Trade names. Dental X Change  
Dental Connect

Item C. Taxpayer ID numbers. 33-0989922

Item D. Deposit Accounts: Silicon Valley Bank  
30003 Tasman Drive  
Santa Clara, California 95054  
Routing Number: 1211-40399  
Account Number: 3300314942

Item A. Patents

Pending Patent Applications

Provisional patent application for Internet based system and method for patient registration and practice management data integration filed with the U.S. Patent and Trademark Office on April 19, 2001. Ser. No. 60/285,486. Inventor - Samir Kothari.

Item B. Patent Licenses

None

Domain Names:

amalgam.com  
atdentistry.com  
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

dentalxchange.com.mx  
dentalxchange.org  
dentalxchange.tv  
dentalxchange.ws  
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

Item B.  
Trademark  
Licenses

None



Item A. Copyrights/Mask Works

Registered Copyrights/Mask Works

- A. ClaimConnect
- B. PracticeConnect
- C. PayerConnect
- D. Payerxchange
- E. Claim Capture Utility
- F. Dentisoft
- G. Dental X Change Portal
- H. Dentist Directory Portal
- I. Professional Web Site System
- J. PracticeConnect v2.0

Item B. Copyright/Mask Work Licenses

None

Trade Secret or Know-How Licenses

See Schedule IV, Item A, Paragraphs A and E.

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT, dated as of February 5, 2002 (this "Agreement"), is made between Dental Connect, Inc. (the "Grantor"), in favor of MetDent, Inc. ("Secured Party").

W I T N E S S E T H :

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of February 5, 2002 (the "Purchase Agreement"), between Grantor and Secured Party, the Secured Party transferred, sold and assigned certain assets described therein to Grantor;

WHEREAS, as consideration for the assets transferred, sold and assigned by Secured Party to Grantor under the Purchase Agreement, Grantor issued to Secured Party a Convertible Note, dated as of February 5, 2002, in the original principal amount of \$2,000,000 (the "Note"); and

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 4.4 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 Patent Collateral (as defined below) 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. 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 "Patent Collateral");

(a) all of its letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing and each patent and patent application referred to in Item A of Schedule I attached hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in clause (a);

(c) all of its patent licenses, and other agreements providing the Grantor with the right to use any items of the type referred to in clauses (a) and (b) above, including each patent license referred to in Item B of Schedule I attached hereto; and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, and for breach or enforcement of any patent license.

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 Patent 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. Priority of Security Interest. Secured Party acknowledges that the security interest granted hereby shall be junior and subordinate to a security interest in the Patent Collateral in favor of Comdisco, until the Termination Date (as such term is defined in the Security Agreement dated as of February 5, 2002 between Grantor and Comdisco).

SECTION 5. Release of Liens. Upon the Termination Date, the security interests granted herein shall automatically terminate with respect to the Patent 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 Patent 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 6. 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 Patent 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 7. 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.

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

DENTAL CONNECT, INC.

By: [Signature]  
Title: *President*

METDENT, INC.

By: [Signature]  
Title: *President*

Item A. Patents

Pending Patent Applications

Provisional patent application for Internet based system and method for patient registration and practice management data integration filed with the U.S. Patent and Trademark Office on April 19, 2001. Ser. No. 60/285,486. Inventor - Samir Kothari.

Item B. Patent Licenses

None.

**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 METDENT, INC. (the "Secured Party").

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

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of February 5, 2002 (the "Purchase Agreement"), between Grantor and Secured Party, the Secured Party transferred, sold and assigned certain assets described therein to Grantor;

WHEREAS, as consideration for the assets transferred, sold and assigned by Secured Party to Grantor under the Purchase Agreement, Grantor issued to Secured Party a Convertible Note, dated as of February 5, 2002, in the original principal amount of \$2,000,000 (the "Note"); and

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 4.4 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. Priority of Security Interest. Secured Party acknowledges that the security interest granted hereby shall be junior and subordinate to a security interest in the Trademark Collateral in favor of Comdisco, until the Termination Date (as such term is defined in the Security Agreement dated as of February 5, 2002 between Grantor and Comdisco).

SECTION 5. 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 6. 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.

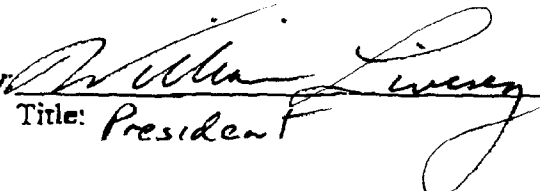
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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

METDENT, INC.

By:   
Title: President

Item A. Trademarks

Registered Trademarks

- (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

- (i) 76/188,499
- (ii) 76/188,694
- (iii) 76/188,697
- (iv) 76/188,698

## Domain Names

amalgam.com  
atdentistry.com  
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  
dentalxchange.com.mx  
dentalxchange.org

20550599.1

Exhibit B

-5-

**TRADEMARK**  
**REEL: 002456 FRAME: 0506**

dentalxchange.tv  
dentalxchange.ws  
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

None

COPYRIGHT SECURITY AGREEMENT

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

W I T N E S S E T H :

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of February 5, 2002 (the "Purchase Agreement"), between Grantor and Secured Party, the Secured Party transferred, sold and assigned certain assets described therein to Grantor;

WHEREAS, as consideration for the assets transferred, sold and assigned by Secured Party to Grantor under the Purchase Agreement, Grantor issued to Secured Party a Convertible Note, dated as of February 5, 2002, in the original principal amount of \$2,000,000 (the "Note"); and

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 4.4 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 Copyright 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 Copyright Collateral (as defined below), whether now or hereafter existing or acquired by the Grantor.

“Copyright Collateral” means all copyrights of the Grantor, whether statutory or common law, registered or unregistered and whether published or unpublished, now or hereafter in force throughout the world including all of the Grantor’s right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world and also including the copyrights referred to in Item A of Schedule I attached hereto, and registrations and recordings thereof and all applications for registration thereof, whether pending or in preparation, all copyright licenses, including each copyright license referred to in Item B of Schedule I attached hereto, the right to sue for past, present and future infringements of any of the foregoing, all rights corresponding thereto, all extensions and renewals of any thereof and all proceeds of the foregoing, including licenses, royalties, income, payments, claims, damages and proceeds of suit.

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 Copyright Collateral with the United States Copyright 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 under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party) shall remain in full force and effect in accordance with its terms.

SECTION 4. Priority of Security Interest. Secured Party acknowledges that the security interest granted hereby shall be junior and subordinate to a security interest in the Copyright Collateral in favor of Comdisco, until the Termination Date (as such term is defined in the Security Agreement dated as of February 5, 2002 between Grantor and Comdisco).


SECTION 5. Release of Liens. Upon the Termination Date, the security interests granted herein shall automatically terminate with respect to the Copyright Collateral. Upon any such Disposition or 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 Copyright 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 Copyright Office and corresponding offices in other countries of the world .

SECTION 6. 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 Copyright 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.

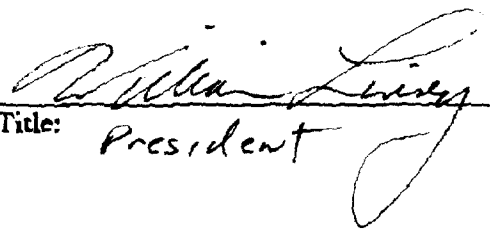
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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

DENTAL CONNECT, INC.

By:   
Title: President

METDENT, INC.

By:   
Title: President

Item A. Copyrights/Mask Works

- A. ClaimConnect
- B. PracticeConnect
- C. PayerConnect
- D. Payerxchange
- E. Claim Capture Utility
- F. Dentisoft
- G. Dental X Change Portal
- H. Dentist Directory Portal
- I. Professional Web Site System
- J. PracticeConnect v2.0

Item B. Copyright/Mask Work Licenses

None