

04-19-2002



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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RECORD  
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DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):

MetDent, Inc.

4.19.02

- 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: 2/11/02

2. Name and address of receiving party(ies)

Name: Dental Connect, Inc.

Internal

Address:

Street Address: 17911 Von Karman, Suite 250

City: Irvine State: CA Zip: 92614

- 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

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

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

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: Joshua Grode, Esq.

Internal Address: Liner Yankelevitz Sunshine  
& Regenstrief

Street Address: 3130 Wilshire Blvd.,  
Second Floor

City: Santa Monica State: CA Zip: 90403

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

15

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Joshua Grode, Esq.  
Name of Person Signing

Signature

4/18/02

Date

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

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

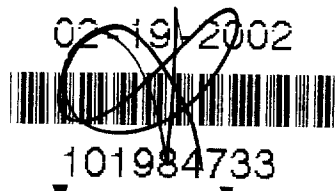
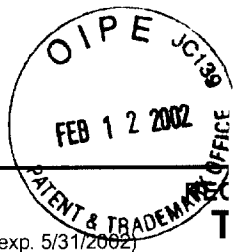
**RECORDATION FORM COVER SHEET**  
**FORM PTO-1594**

**ATTACHMENT PAGE**

**SECTION #4**

Please add the following Registrations:

2,455,424  
2,455,425  
2,455,426  
2,457,309  
2,457,310  
2,457,311  
2,467,805



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

Form PTO-1594  
(Rev. 03/01)  
C MB No. 0651-0027 (exp. 5/31/2002)  
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):  
 MET DENT, INC 2/1202

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

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

2. Name and address of receiving party(ies)  
 Name: Dental Connect, Inc.  
 Internal  
 Address: \_\_\_\_\_  
 Street Address: 17911 Von Karman, Suite 250  
 City: Irvine State: CA Zip: 92614

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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_  
 Execution Date: February 11, 2002

4. Application number(s) or registration number(s):  
 A. Trademark Application No. (s) 76/188,499  
76/188,694; 76/188,697; 76/188,698

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: Joshua Grode, Esq.  
 Internal Address: Liner Yankelevitz Sunshine  
& Regenstreif  
 Street Address: 3130 Wilshire Boulevard  
Second Floor  
 City: Santa Monica State: CA Zip: 90403

6. Total number of applications and registrations involved: 15

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

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.  
 02/15/2002 BYRME 00000152 76188499  
Joshua Grode, Esq.                      40.00 OP  
350.00 OP  
 Name of Person Signing

[Signature]                      2/7/02  
 Signature                      Date

Total number of pages including cover sheet, attachments, and document: 11

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

## TRADEMARK ASSIGNMENT AND LICENSE BACK

THIS TRADEMARK ASSIGNMENT is made this 8<sup>th</sup> day of February, 2002 by MetDent, Inc., a Delaware corporation ("Assignor") and Dental Connect, Inc., a Delaware corporation ("Assignee").

WHEREAS, ASSIGNOR is the registered owner of the trademarks listed on the attached Schedule A (collectively, the "Trademarks"); and

WHEREAS, ASSIGNOR desires, pursuant to the Asset Purchase Agreement by and between Assignor and Assignee dated as of February 5, 2002, to assign to Assignee all of its right, title and ownership interest in the Trademarks and for Assignor to receive back a license to use the Trademarks as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and set over to Assignee, its successors, legal representatives and assigns all right, title and ownership interest in the Trademarks together with the goodwill of the business associated with said Trademarks and registrations thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements) and Assignee hereby grants to Assignor a license pursuant to the terms set forth below:

1. Grant of License. Assignee hereby grants Assignor an exclusive, perpetual, irrevocable, worldwide, royalty free, fully paid-up right and license to use, reproduce and display the Trademarks in connection with its business (the "License").

2. Quality Control. Assignee shall have the right to monitor the quality of the services offered under the Trademarks by Assignor. Assignor agrees that the nature and quality of the services using the marks shall meet or exceed the current standards of use of the Trademarks. Assignor's failure to conform to such quality controls may result in the termination of the License.

3. Effective Date. This License shall become effective as of the date first set forth herein above.

4. Termination. The License may be terminated only for a breach of the quality control standards set forth in Paragraph 2 above, provided Assignee gives Assignor written notice of the breach and sixty (60) days to cure such breach.

[Signature page to follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed on their behalf in the manner legally binding upon them.

**METDENT, INC., ASSIGNOR**  
a Delaware corporation

By: [Signature]

Its: Vice President

Dated: 2/11/02

**DENTAL CONNECT, INC., ASSIGNEE**  
a Delaware corporation

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be duly executed on their behalf in the manner legally binding upon them.

**METDENT, INC., ASSIGNOR**  
a Delaware corporation

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

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**DENTAL CONNECT, INC., ASSIGNEE**  
a Delaware corporation

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

Its: President \_\_\_\_\_

Dated: 2/11/02 \_\_\_\_\_

**SCHEDULE A**

**METDENT, INC.**

Trademark List

Mark	Reg./Ser. No.
BETTER TOOLS FOR YOUR PRACTICE	2,455,392
BETTER TOOLS FOR YOUR PRACTICE	2,455,426
BETTER TOOLS FOR YOUR PRACTICE	2,455,425
DENTALXCHANGE.COM	2,467,805
DENTALXCHANGE.COM	2,455,423
DENTALXCHANGE.COM	2,455,424
DENTAL X CHANGE (Stylized)	2,187,337
DESIGN ONLY	2,189,001
DESIGN ONLY	2,457,310
DESIGN ONLY	2,457,309
DESIGN ONLY	2,457,311
PAYERCONNECT	76/188,698
PAYERCONNECT	76/188,697
PRACTICECONNECT	76/188,499
PRACTICECONNECT	76/188,694

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT is made this \_\_\_ day of January, 2002 by Dental X Change, Inc. ("ASSIGNOR") and Met Dent, Inc. ("ASSIGNEE").

WHEREAS, ASSIGNOR is the owner of all right, title and interest in the Trademarks listed on the attached Schedule A (collectively the "TRADEMARKS"); and

WHEREAS, ASSIGNOR desires to assign all right, title and interest in the TRADEMARKS to ASSIGNEE and ASSIGNEE desires to acquire all of ASSIGNOR's right, title and interest in, to and under the TRADEMARKS.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, transfer and set over to ASSIGNEE, its successors, legal representatives and assigns, all of ASSIGNOR's right, title and interest in and to the TRADEMARKS together with the goodwill of the business associated with said TRADEMARKS and registrations thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), the same to be held and enjoyed by ASSIGNEE, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR, had this sale and assignment not been made.

DENTAL X CHANGE, INC., Assignor

By: Richard Stan  
Its: PRESIDENT  
Dated: \_\_\_\_\_

MET DENT, INC., Assignee

By: William Livezey  
Its: President  
Dated: Feb 5, 2002



**DENTAL X CHANGE, INC.**  
Trademark List

Mark	Reg./Ser. No.	Reg./File Date	Owner	Remarks
BETTER TOOLS FOR YOUR PRACTICE	2,455,392	5/29/01	Dental X Change, Inc.	Comdisco, Inc. owns security interest
BETTER TOOLS FOR YOUR PRACTICE	2,455,426	5/29/01	Dental X Change, Inc.	Comdisco, Inc. owns security interest
BETTER TOOLS FOR YOUR PRACTICE	2,455,425	5/29/01	Dental X Change, Inc.	Comdisco, Inc. owns security interest
DENTALXCHANGE.COM	2,467,805	7/10/01	Dental X Change, Inc.	Comdisco, Inc. owns security interest
DENTALXCHANGE.COM	2,455,423	5/29/01	Dental X Change, Inc.	Comdisco, Inc. owns security interest
DENTALXCHANGE.COM	2,455,424	5/29/01	Dental X Change, Inc.	Comdisco, Inc. owns security interest
DENTAL X CHANGE (Stylized)	2,187,337	9/8/98	Dental X Change, Inc.	Comdisco, Inc. owns security interest
DESIGN ONLY	2,189,001	9/15/98	Dental X Change, Inc.	Comdisco, Inc. owns security interest
DESIGN ONLY	2,457,310	6/5/01	Dental X Change, Inc.	Comdisco, Inc. owns security interest
DESIGN ONLY	2,457,309	6/5/01	Dental X Change, Inc.	Comdisco, Inc. owns security interest
DESIGN ONLY	2,457,311	6/5/01	Dental X Change, Inc.	Comdisco, Inc. owns security interest
PAYERCONNECT	76/188,698	12/28/00	Dental X Change, Inc.	
PAYERCONNECT	76/188,697	12/28/00	Dental X Change, Inc.	
PRACTICECONNECT	76/188,499	12/28/00	Dental X Change, Inc.	
PRACTICECONNECT	76/188,694	12/28/00	Dental X Change, Inc.	