

09-12-2002

8

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



102219386

U.S. DEPARTMENT OF COMMERCE U.S. 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. 8/28/02
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 Termination of Security Agreement
Execution Date: 08/23/02

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

B. Trademark Registration No.(s) 2187337;
2189001; 2455392; 2455423

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: David S. Hochman
Internal Address:
Liner Yankelevitz Sunshine & Regenstreif LLP
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
Enclosed
Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
David S. Hochman Name of Person Signing
Signature
August 27, 2002 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

09/11/2002 6TOM11 00000169 76188698

01 FC:481
02 FC:482

40.00 DP
350.00 CP

TRADEMARK
REEL: 2580 FRAME: 0462

RECORDATION FORM COVER SHEET
FORM PTO-1594

ADDITIONAL PAGE

SECTION #4

Please add the following Registrations:

2455424
2455425
2455426
2457309
2457310
2457311
2467805

TERMINATION OF TRADEMARK SECURITY AGREEMENT

This TERMINATION OF TRADEMARK SECURITY AGREEMENT, dated as of August 23, 2002, is made by and between Dental Connect, Inc., a Delaware corporation (the "Company"), and MetDent, Inc., a Delaware corporation ("MetDent").

RECITALS

WHEREAS, in connection with that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of February 5, 2002, by and between the Company and MetDent, MetDent transferred, sold and assigned certain assets described therein to the Company;

WHEREAS, as consideration for the assets transferred, sold and assigned by MetDent to the Company under the Purchase Agreement, the Company issued to MetDent a Convertible Note, dated as of February 5, 2002, in the original principal amount of Two Million Dollars (\$2,000,000) (the "Note"), together with a Security Agreement as of even date therewith (the "Security Agreement");

WHEREAS, pursuant to Exhibit B to the Security Agreement (the "Trademark Security Agreement"), the Company granted MetDent a security interest in the Trademark Collateral, as defined therein; and

WHEREAS, in connection with the closing of the First Round Funding (as such term is defined in the Note), the conversion of the Note and the termination of the Security Agreement, the parties desire to terminate the Trademark Security Agreement in accordance with its terms.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Termination of Trademark Security Agreement and Security Interest. Simultaneous with the conversion of the Note and issuance of capital stock of the Company to MetDent in connection therewith, the Trademark Security Agreement shall be of no further force and effect and all obligations, restrictions and covenants created thereby shall terminate. In addition, the security interest granted to MetDent pursuant to the Trademark Security Agreement in and to the Trademark Collateral (as defined in the Trademark Security Agreement) shall be terminated. Upon termination of such security interest, MetDent hereby authorizes the filing of any termination documents relating to any documents currently filed in connection with the Trademark Security Agreement, including, without limitation, any financing statements "in lieu" of continuation statements, terminations, continuations, assignments or other amendments.

2. **Further Actions.** MetDent agrees to take such further actions and execute such additional documents as may be reasonably requested by the Company to evidence the termination of the Trademark Security Agreement and the security interest granted thereunder.

3. **No Waiver; Remedies.** No failure on the part of the Company, 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 of the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

4. **Counterparts.** This Termination of Trademark 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 have caused this agreement to be duly executed and delivered as of the date first above written.

DENTAL CONNECT, INC.

By: Richard Lee
 Title: CEO

METDENT, INC.

By: _____
 Title: _____

2. **Further Actions.** MetDent agrees to take such further actions and execute such additional documents as may be reasonably requested by the Company to evidence the termination of the Trademark Security Agreement and the security interest granted thereunder.

3. **No Waiver; Remedies.** No failure on the part of the Company, 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 of the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

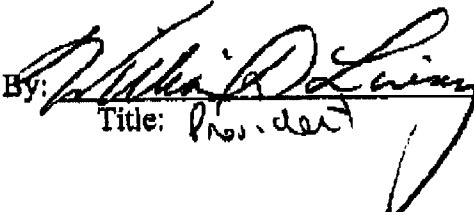
4. **Counterparts.** This Termination of Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto have caused this agreement to be duly executed and delivered as of the date first above written.

DENTAL CONNECT, INC.

By: _____
Title:

METDENT, INC.

By: 
Title: President

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").

WITNESSETH:

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.

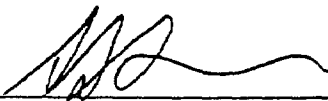
SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the

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: _____

terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

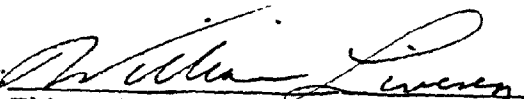
SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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
dentalmatierials.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: 2580 FRAME: 0472

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



DAVID S. HOCHMAN
Dhochman@linerlaw.com

August 27, 2002

VIA FEDERAL EXPRESS

COMMISSIONER OF PATENTS AND TRADEMARKS
2900 Crystal Drive
Arlington, Virginia 22202
Attn: Assignment Branch

Re: *Termination of Trademark Security Agreement dated
August 23, 2002 between Dental Connect, Inc. and
MetDent, Inc.*

Dear Sir or Madam:

Enclosed please find the following documents:

- Recordation Form Cover Sheet (Form PTO –1594) for:

Trademark Application Numbers 76/188,698; 76/188,697; 76/188,499;
76/188,694; and

Trademark Registration Numbers 2,187,337; 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;
- Additional Page pursuant to Section #4 of the Recordation Form Cover Sheet;
- Termination of Trademark Security Agreement dated August 23, 2002 between Dental Connect, Inc. and MetDent, Inc.;

August 27, 2002

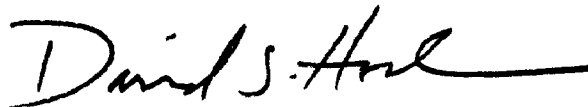
Page 2

- A copy of the Security Agreement that is being terminated (marked and included for reference only); and
- A Check made payable to the "Commissioner for Patents and Trademarks" for \$390.00.

We are submitting these documents for the purpose of recording the Termination of Trademark Security Agreement dated August 23, 2002 between Dental Connect, Inc. and MetDent, Inc. with the United States Patent and Trademark Office. If you have any questions, please contact me in my office. I have also enclosed a stamped, self-addressed envelope for confirmation of receipt hereof.

Very truly yours,

LINER YANKELEVITZ
SUNSHINE & REGENSTREIF LLP

By 
David S. Hochman

Enclosures

cc: Joshua Grode, Esq.
Richard Lee