

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Dental One, Inc.

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

Citizenship (see guidelines) _____

Execution Date(s) July 8, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Comerica Bank
 Internal Address: Suite 5000
 Street Address: 2321 Rosecrans Ave.
 City: El Segundo
 State: California
 Country: USA Zip: 90245

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Michigan
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) 78/322,430;
78/322,453; 78/322,467; 78/322,684;
78/381,003

B. Trademark Registration No.(s)
2,737,509; 2,650,227; 2,369,798

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Troy Zander, Esq.
 Internal Address: Sheppard, Mullin et al.
19th Floor
 Street Address: 501 West Broadway
 City: San Diego
 State: California Zip: 92101-3598
 Phone Number: 619-338-6609
 Fax Number: 619-515-4137
 Email Address: tzander@sheppardmullin.com

6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$320

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 19-1853
 Authorized User Name Sheppard Mullin

9. Signature:

Troy Zander
Signature

July 29, 2004
Date

Troy Zander, Esq.
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GH \$216.00 191863 78322430

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of July 8, 2004 by and between COMERICA BANK ("Bank") and DENTAL ONE, INC., a Texas corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

4100 McEwen, Suite 110
Dallas, TX 75244

Attn: Chief Executive Officer

DENTAL ONE, INC.

By: Michael M. Munk

Title: Treasurer

BANK:

Address of Bank:

2321 Rosecrans Ave., Suite 5000
El Segundo, CA 90245

Attn: Manager

COMERICA BANK

By: [Signature]
Title: V.P.

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
	NONE		

EXHIBIT B

Patents

Description

NONE

Registration/
Application Number

Registration/
Application Date

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
WHERE BEAUTIFUL SMILES HAPPEN	76/103,159	Registered
	2,737,509	Registered: 7/15/2003
SOMETHING TO SMILE ABOUT	76/103,158	Registered
	2,650,227	Registered: 11/12/2002
RAPIDSMILE	76/103,833	Abandoned
		Abandoned: 3/23/2004
WE'RE HERE TO MAKE YOU SMILE	76/103,157	Abandoned
		Abandoned: 8/15/2001
ORTHO EXPERT	78/322,430	Pending
		Filed on 11/3/2003
PRECISION ORTHODONTICS	78/322,453	Pending
		Filed on 11/3/2003
BEAUTIFUL SMILES. FAST.	78/322,467	Pending
		Filed on 11/3/2003
DENTISTRY'S BEST KEPT SECRET	78/322,684	Pending
		Filed on 11/4/2003
ORTHO EXPERT LAB & SUPPLY	78/381,003	Pending
		Filed on 3/9/2004
DENTAL ONE	75/441,361	Registered
	2,369,798	Registered: 7/25/2000