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

101742114

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

1. Name of conveying party(ies):

Miltek Technology Corporation

2. Name and address of receiving party(ies)

Name: General Electric Capital Corp

Internal Address: _____

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other Amendment and Restatement

Street Address: 335 Madison Ave

12th floor

City: New York State: NY Zip: 10017

Execution Date: May 25, 2001

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

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

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: _____

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

Street Address: SUITE 101
WASHINGTON DC 20004

City: _____ State: _____ Zip: _____

6. Total number of applications and patents involved: 4

7. Total fee (37 CFR 3.41)..... \$ 160.00

- 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.

PATRICIA M. DEL RIO
Name of Person Signing

Patricia M. Del Rio
Signature

5/29/01
Date

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

**SCHEDULE I
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS**

Patent No.	Issued
5,801,110	09/01/1998
09/622,582	Pending – 8/09/2000
4,273,534	06/16/1998
6,149,662	11/21/2000

**AMENDMENT AND RESTATEMENT
OF
MILTEX TECHNOLOGY CORPORATION PATENT SECURITY AGREEMENT**

AMENDED AND RESTATED PATENT SECURITY AGREEMENT, dated as of May 25, 2001, is entered into by and between **MILTEX TECHNOLOGY CORPORATION**, a Delaware corporation ("**Grantor**"), and **GENERAL ELECTRIC CAPITAL CORPORATION**, a New York corporation, for itself and in its capacity as Agent ("**Agent**") and in its capacity as Senior Agent ("**Senior Agent**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 7, 2000 (as in effect immediately prior to the amendment and restatement referred to below, the "**Original Credit Agreement**"), as amended and restated as of the date hereof, among Miltex, Inc. ("**Miltex Instruments**" and a "**Borrower**") and Miltex Dental, Inc. ("**Miltex Dental**" and a "**Borrower**", and together with Miltex Instruments, collectively, and jointly and severally, the "**Borrowers**"), Agent, Grantor, the other Persons named therein as Credit Parties, GECC Capital Markets Group, Inc. and the financial institutions listed therein from time to time as Lenders (including all annexes, exhibits and schedules thereto, and as further amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**"), Senior Lenders (as defined in the Credit Agreement) have agreed to make available to Borrowers, upon the terms and conditions thereof, certain revolving and term credit facilities;

WHEREAS, Borrowers wish to borrow certain Loans and cause certain Letters of Credit to be issued (as such terms are defined in the Credit Agreement);

WHEREAS, Grantor is a wholly owned subsidiary of Miltex Instruments, Borrowers are under common ownership and engage in business transactions with one another, and Grantor will benefit from the Loans and the other financial accommodations made, continued or to be made under the Credit Agreement;

WHEREAS, in order to induce Senior Lenders to make the Loans and incur the Letter of Credit Obligations (as defined in the Credit Agreement) as provided for in the Credit Agreement, Grantor agreed to grant a continuing Lien on the Patent Collateral (each as defined in the Patent Security Agreement) (as such Patent Security Agreement is in effect immediately prior to the effectiveness of this amendment and restatement, the "**Original Patent Security Agreement**");

WHEREAS, Agent wishes to assign all right, title and interest of Agent in, to and under the Original Patent Security Agreement and the security interests granted thereunder to the Senior Agent; and

WHEREAS, Grantor and Senior Agent, as assignee, wish to amend and restate the Original Patent Security Agreement as provided herein in order to, among other things, provide that the security interests granted under the Original Patent Security Agreement shall continue uninterrupted in favor of Senior Agent and shall secure solely Senior Obligations;

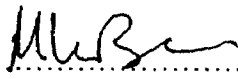
NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, and to induce Senior Lenders to provide the Loans and other financial accommodations under the Credit Agreement (i) Agent hereby assigns all right, title and interest of Agent in, to and under the Original Patent Security Agreement and the security interests granted thereunder to Senior Agent and Senior Agent hereby accepts such assignment and assumes all obligations of Agent thereunder, and (ii) Senior Agent and Grantor hereby amend and restate the Original Patent Security Agreement as this Amended and Restated Patent Security Agreement:

1. **Defined Terms.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. **Grant of Security Interest in Patent Collateral.** To secure the payment of the Senior Obligations and all present and future obligations of the Grantor (other than in respect of SCIL Obligations) (all such Senior Obligations and other secured obligations, the "**Senior Secured Obligations**"), Grantor hereby grants to Senior Agent, on behalf of itself and Senior Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Patent Collateral**"):
- (a) all its Patents and Patent Licenses to which Grantor is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing; and
 - (c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.
3. **Security Agreement.** The security interests granted pursuant to this Amended and Restated Patent Security Agreement are granted in conjunction with the security interests granted to Senior Agent, on behalf of itself and Senior Lenders, pursuant to the Amended and Restated Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Senior Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Amended and Restated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. **Security Interest.** The Grantor hereby confirms the grant of the Lien in the Patent Collateral made in the Original Patent Security Agreement and agrees that such security interest continues uninterrupted in favor of Agent in its capacity as Senior Agent as collateral security for the payment and performance of the Senior Secured Obligations (as defined in the Original Patent Security Agreement), all of which are Senior Obligations and as collateral security for the Senior Obligations and hereby further grants to the Senior Agent, for itself and for the ratable benefit of the Senior Lenders a Lien upon all of its respective right, title and interest in, to and under the Patent Collateral as collateral security for the payment and performance of the Senior Obligations.


IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MILTEX TECHNOLOGY CORPORATION,
as Grantor


By: 
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name:
Title:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Senior Agent

By: 
Name:
Title:

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this ___ day of May, 2001 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **MILTEX TECHNOLOGY CORPORATION**, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

.....
Notary Public