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Tab settings

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):
6-13-02
Metrex Research Corporation
Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)
Name: Credit Suisse First Boston
Internal Address: _____

Street Address: Eleven Madison Avenue

City: New York State: NY Zip: 10010
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☒ Other : _____
Execution Date: June 6, 2002

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) see attached
B. Patent No.(s) see attached
Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: _____
Internal Address: O'Melveny & Myers LLP

Street Address: 153 East 53rd Street

City: New York State: NY Zip: 10022

6. Total number of applications and patents involved: 10
7. Total fee (37 CFR 3.41).....\$ 400.00
☒ Enclosed
☐ Authorized to be charged to deposit account:
8. Deposit account number:

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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.
Richard Feldman RF 6/12/02
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: 1

06/18/2002 6TON11 00000194 09812088
01 FC:581 400.00 DP

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

PATENT
REEL: 12983 FRAME: 0769

Schedule A

Metrex Research Corporation

Patents

Company	Status	Patent No.	Issue Date	Title	Application No.	Application Date
Metrex Research Corporation	APPLICATION			Calculation Disinfectant Reuse Period	09/812,088	9/27/00
Metrex Research Corporation	APPLICATION			Cleaning and Decontaminating Dialyzers by Per-Compound Solutions	09/397,543	9/16/99
Metrex Research Corporation	APPLICATION			Foaming enzyme spray cleaning composition and method of delivery	09/399,007	9/20/99
Metrex Research Corporation	APPLICATION			Simultaneous Cleaning and High-Level Disinfecting & Sterilizing Compositions and Methods	09/430,398	10/29/99
Metrex Research Corporation	APPLICATION			Hydrogen Peroxide / Peracetic Acid Product	09/119,151	7/20/98
Metrex Research Corporation	APPLICATION			Method of Rendering Contaminated Liquid Safe for Disposal by Pouring	09/587,221	6/1/00
Metrex Research Corporation	ISSUED	5900256	5/4/99	Hydrogen peroxide disinfecting and sterilizing compositions	09/024,881	2/17/98
Metrex Research Corporation	ISSUED	6032705	3/7/00	Closed Delivery System	09/027,040	2/20/98
Metrex Research Corporation	ISSUED	6105639	8/22/00	Closed Delivery System	09/392,021	9/8/99
Metrex Research Corporation	ISSUED	5635196	6/3/97	Method for Preparing a Disinfecting and Gelling Composition and Resulting Composition	08/510,404	8/2/95

NY1:863723.1

Metrex Patents Grant Schedule A

GRANT OF PATENT SECURITY INTEREST

WHEREAS, KERR CORPORATION, a Delaware corporation, **ORMCO CORPORATION**, a Delaware corporation, **METREX RESEARCH CORPORATION**, a Delaware corporation, and **PINNACLE PRODUCTS, INC.**, a Wisconsin corporation (each individually referred to herein as **"Grantor"** and collectively as **"Grantors"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Patent Collateral (as defined below);

WHEREAS, Sybron Dental Management, Inc., a Delaware corporation (**"Company"**), Kerr Corporation, a Delaware corporation (**"Kerr"**), Ormco Corporation, a Delaware corporation (**"Ormco"**), and Pinnacle Products, Inc., a Wisconsin corporation (**"Pinnacle"**); each of Company, Kerr, Ormco and Pinnacle are individually referred to herein as a **"Domestic Borrower"** and collectively, on a joint and several basis, as the **"Domestic Borrowers"**), Hawe Neos Holding SA, a corporation organized under the laws of Switzerland (**"Offshore Borrower"**); Offshore Borrower and each of the Domestic Borrowers are each individually referred to herein as a **"Borrower"** and collectively, as the **"Borrowers"**) and Sybron Dental Specialties, Inc., a Delaware corporation (**"Holdings"**) have entered into a Credit Agreement dated as of June 6, 2002 with the financial institutions that are, from time to time, party thereto as lenders (each individually referred to herein as a **"Lender"** and collectively as **"Lenders"**), LaSalle Bank National Association, as syndication agent (**"Syndication Agent"**), Bank of Tokyo-Mitsubishi, Ltd., Chicago Branch, Fleet National Bank and Credit Lyonnais New York Branch, as co-documentation agents (each a **"Co-Documentation Agent"** and collectively, the **"Co-Documentation Agents"**), and Credit Suisse First Boston (**"CSFB"**), as administrative agent for Lenders (in such capacity, **"Administrative Agent"**), sole lead arranger and book running manager (in such capacity, **"Secured Party"**) (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the **"Credit Agreement"**), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers;

WHEREAS Company and other Loan Parties may from time to time enter, or may from time to time have entered, into one or more Secured Hedge Agreements (as such term is defined in the Security Agreement) with one or more Hedge Agreement Counterparties (as such term is defined in the Security Agreement), and it is desired that the Hedge Agreement Obligations (as such term is defined in the Security Agreement) of Company and any other Loan Party under the Secured Hedge Agreements, together with all obligations of Company and the other Subsidiaries of Holdings under the Credit Agreement and the other Loan Documents, be guaranteed hereunder;

WHEREAS, each Grantor has executed and delivered that certain Subsidiary Guaranty dated as of June 6, 2002 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the **"Subsidiary Guaranty"**) or that certain Borrowers' Guaranty (said Borrowers' Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the **"Borrowers' Guaranty"**), as applicable, in favor of Secured Party for the benefit of Lenders and any Hedge Agreement

Counterparties pursuant to which such Grantor has guaranteed the prompt payment and performance when due of all obligations of Borrowers under the Credit Agreement and the other Loan Documents and all obligations of Loan Parties under the Secured Hedge Agreements, including without limitation the obligation of Company or any other Loan Party to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 6, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantors, Secured Party and the other grantors named therein, each Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Patent Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Patent Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and rights, title and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications listed in Schedule A), all rights corresponding thereto (including, without limitation, the right, exercisable only upon the occurrence and during the continuation of an Event of Default, to sue for past, present and future infringements in the name of such Grantor or in the name of Secured Party or Lenders), and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (all of the foregoing being collectively referred to as the "**Patents**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not 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 Patent Collateral. For purposes of this Grant of Patent Security Interest, the term "**proceeds**" includes: (i) whatever is acquired upon the sale, lease, license, exchange, or other disposition of Patent Collateral; (ii) whatever is collected on, or distributed on account of, Patent Collateral; (iii) rights arising out of Patent Collateral; (iv) to the extent of the value of the Patent Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Patent Collateral; (v) to the extent of the value of the Patent Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Patent Collateral (whether or not Secured Party is the loss payee thereof); and whatever is receivable or received when Patent Collateral or proceeds

are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of 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 are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, each Grantor has caused this Grant of Patent Security Interest to be duly executed and delivered by its officer or authorized representative thereunto duly authorized as of the 6th day of June, 2002.

**KERR CORPORATION
ORMCO CORPORATION
METREX RESEARCH CORPORATION
PINNACLE PRODUCTS, INC.**

By: 

Name: Stephen J. Tomassi

Title: Authorized Representative

SCHEDULE A
TO
GRANT OF PATENT SECURITY INTEREST
[See attached.]

NY1:862559
Grant of Patent
Security Interest

EXECUTION

RECORDED: 06/13/2002

PATENT
REEL: 12983 FRAME: 0775