

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Pentron Clinical Technologies, LLC	03/09/2005

RECEIVING PARTY DATA

Name:	Gordon S. Cohen
Street Address:	3 Silo Hill Road
City:	Madison
State/Country:	CONNECTICUT
Postal Code:	06443

Name:	The Cohen Family Trust Partnership
Street Address:	3 Silo Hill Road
Internal Address:	c/o Gordon Cohen
City:	Madison
State/Country:	CONNECTICUT
Postal Code:	06443

PROPERTY NUMBERS Total: 24

Property Type	Number
Patent Number:	6787629
Patent Number:	6753001
Patent Number:	6730715
Patent Number:	6653365
Patent Number:	6767955
Application Number:	11006219
Application Number:	10683750
Application Number:	10164512
Application Number:	10633610

PATENT

500022821

REEL: 015748 FRAME: 0592

OP \$960.00 6787629

Application Number:	10633612
Application Number:	10442476
Application Number:	10862177
Application Number:	10665391
Application Number:	10252073
Application Number:	10279609
Application Number:	10304371
Application Number:	10465416
Application Number:	10914057
Application Number:	10452269
Application Number:	10774231
Application Number:	10319243
PCT Number:	US0428653
PCT Number:	US0319277
PCT Number:	US0403590

CORRESPONDENCE DATA

Fax Number: (203)226-8025
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 203-222-0885
 Email: jrabkin@levettrrockwood.com
 Correspondent Name: Judy A. Rabkin, Es
 Address Line 1: 33 Riverside Avenue
 Address Line 4: Westport, CONNECTICUT 06880

NAME OF SUBMITTER:	Judy A. Rabkin, Esq.
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Total Attachments: 10
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MORTGAGE AND
SECURITY AGREEMENT - PATENTS

This MORTGAGE AND SECURITY AGREEMENT – PATENTS (the “Mortgage”) is made as of this 9th day of March, 2005 by and between GORDON S. COHEN (“Cohen”) and THE COHEN FAMILY TRUST PARTNERSHIP, a Connecticut general partnership (the “Cohen Partnership” and, with Cohen, collectively and individually as the case may be, “Secured Party”), both with an address c/o Gordon Cohen, 3 Silo Hill Road, Madison, Connecticut 06443 and PENTRON CLINICAL TECHNOLOGIES, LLC, a Connecticut limited liability company (Borrower”) with an office located at 53 North Plains Industrial Road, Wallingford, Connecticut 06492.

WITNESSETH:

WHEREAS, as evidenced by those certain notes of even date herewith (the “Notes”), Secured Party has made loans to Borrower. It is a condition precedent to the obligation of Secured Party to make loans, advances and other extensions of credit to the Borrower under the Notes that Borrower shall have executed and delivered this Mortgage to the Secured Party; and

WHEREAS, Borrower is the sole and exclusive owner of the United States Patents, applications for United States Patents and licenses, and all other corresponding Patents, applications and licenses as set forth on Schedule A annexed hereto and made a part hereof and (the “Patent Rights”); and

WHEREAS, pursuant to a certain Security Agreement of even date herewith between Borrower and the Secured Party (the “Security Agreement”), Borrower has granted Secured Party, *pari passu*, a security interest in, among other things, the Patent Rights, on the terms and conditions set forth in the Security Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth in the Security Agreement, Borrower hereby agrees with Secured Party as follows:

1. Borrower hereby grants, conveys and transfers to Secured Party, its successors and assigns, *pari passu*, on the terms and conditions set forth in the Security Agreement, and as security for the obligations and liabilities of Borrower under the Notes and the Security Agreement and any and all other documents, instruments and agreements executed and delivered pursuant thereto and in connection therewith, whether now existing or hereafter arising, a first lien upon and security interest in all of Borrower's right, title, and interest in, to and under the Patent Rights, together with (i) all reissues or extensions thereof, (ii) all claims for damages by reason of past or future infringement of the Patent Rights with the right to sue for and collect said

damages and the right to collect all royalties under any license agreements with respect to any of the Patent Rights, whether now or hereafter granted and (iii) all proceeds thereof (hereinafter sometimes collectively referred to as the "Collateral").

2. Except as provided in the Security Agreement, Borrower represents and warrants unto Secured Party that Borrower has not heretofore assigned, transferred or encumbered its right, title and interest in, to and under the Collateral except for assignments, transfers or encumbrances which have been previously released or terminated or which are being released or terminated concurrently with the execution of this Mortgage.

3. Except as provided in the Security Agreement, Borrower represents and warrants that it knows of no impediments to the validity and/or enforceability of any or all of the Patent Rights.

4. INTENTIONALLY OMITTED.

5. Borrower covenants and agrees with the Secured Party that, so long as this Mortgage shall remain in effect:

(a) Borrower shall, in the exercise of its reasonable legal and business judgment, pay all fees necessary for the issuance, maintenance, renewal or reissuance of the Patent Rights and shall do all such other acts and things necessary for maintaining the Patent Rights.

(b) Borrower shall, in the exercise of its reasonable legal and business judgment, endeavor to detect and prevent any infringement of the Patent Rights, including, in the exercise of its reasonable legal and business judgment, the bringing of infringement suits to enforce the Patent Rights. Borrower shall inform Secured Party of any actual or suspected infringement of the Patent Rights of which it has knowledge and of any action contemplated or taken by Borrower in response to such infringement. Secured Party shall have the right, in consultation with Borrower, to require Borrower to take such action as Secured Party may reasonably determine to be required to enforce such Patent Rights.

(c) Borrower shall, in the exercise of its reasonable legal and business judgment, undertake to defend any attack upon the Patent Rights and upon the validity and enforceability thereof. Secured Party shall have the right, in consultation with Borrower, to require Borrower to take such action as Secured Party may reasonably determine to be required to defend the Patent Rights.

(d) Borrower shall not, in the exercise of its reasonable legal and business judgment, permit the Patent Rights to lapse or otherwise abandon the Patent Rights.

(e) At any time and from time to time, Borrower shall, upon the request of Secured Party, execute and deliver such further documents and do such other acts and things as Secured Party reasonably may require in order to effect the purpose of this Mortgage and of the rights and powers herein granted, including, without limitation, all documents necessary or advisable to

record title to the Collateral, including valid, recordable assignments of any or all of the Patent Rights, and Borrower does hereby irrevocably appoint Secured Party, its successors and assigns, as its attorney-in-fact to execute any or all of such documents and to do such other things or acts for and only the foregoing purposes on behalf of Borrower, its successors and assigns, and Borrower confirms all such acts said attorney-in-fact may do pursuant to this authority.

6. Until the occurrence and during the continuance of an Event of Default as defined in the Credit Agreement and subject to the provisions of the Credit Agreement and the Security Agreement, Secured Party hereby acknowledges Borrower's exclusive right and license to use the Collateral for Borrower's own benefit and account, to grant licenses and sublicenses on reasonable terms with respect to the Collateral and to generally deal in the ordinary course of business with the Collateral. The foregoing grant of authority shall not permit Borrower to take any actions prohibited hereunder.

7. Notwithstanding anything to the contrary, nothing herein contained shall relieve Borrower from the performance of any covenant, agreement or obligation on Borrower's part to be performed under any license agreement now existing or hereafter executed by Borrower licensing the use of the Collateral or any part thereof or from liability to any licensee thereunder or other party or impose any liability on Secured Party for the acts or omissions of Borrower in connection with any such license or license agreement.


8. This Mortgage shall terminate when all of the obligations secured hereby have been fully paid and performed and, upon such termination, all rights in the Collateral mortgaged and in which a security interest is granted hereunder shall be reconveyed by Secured Party to Borrower and Secured Party shall promptly execute and deliver to Borrower such documents or instruments as Borrower may reasonably request to evidence any such termination.

9. This Mortgage shall be binding upon Borrower, its successors, and assigns and shall inure to the benefit of Secured Party and its successors and assigns.

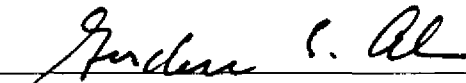
10. This Mortgage may not be amended or modified except as set forth in the Notes or the Security Agreement.


IN WITNESS WHEREOF, Borrower and Secured Party have executed this Mortgage as of the date first set forth above.

PENTRON CLINICAL TECHNOLOGIES, LLC

By: 
 Name: Gary Ratajczak
 Title: CFO and Treasurer

THE COHEN FAMILY TRUST PARTNERSHIP

By: 
 Name: Gordon S. Cohen
 Title: Trustee, Managing Partner


 Gordon S. Cohen

In Witness Whereof I hereunto set my hand.

Notary Public/My Commission Expires: 6/30/08
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) at Wallingford
COUNTY OF NEW HAVEN)

In Witness Whereof I hereunto set my hand.

Notary Public/My Commission Expires: 6/30/08
Commissioner of the Superior Court

STATE OF CONNECTICUT)
) at Wallingford
COUNTY OF NEW HAVEN)

On this the 7th day of March, 2005, before me, the undersigned, personally appeared Gordon S. Cohen who acknowledged himself to be the person named herein and who signed the foregoing instrument as his free act and deed.

In Witness Whereof I hereunto set my hand


Notary Public/My Commission Expires: 6/30/08
Commissioner of the Superior Court

SCHEDULE A
TO MORTGAGE OF
PATENTS

SCHEDULE A.1

PATENTS

OWNER: PENTRON CLINICAL TECHNOLOGIES, LLC ("PCT, LLC")

	TITLE	PATENT NO.	OWNER
1.	DENTAL RESIN MATERIALS, METHOD OF MANUFACTURE, AND USES THEREOF	6,787,629 B2	PCT, LLC
2.	DENTAL ACID ETCHANT COMPOSITION	6,753,001	PCT, LLC
3.	DENTAL RESTORATIVE COMPOSITION, DENTAL RESTORATION, AND A METHOD OF USE THEREOF	6,730,715 B2	PCT, LLC
4.	DENTAL COMPOSITE MATERIALS AND METHOD OF MANUFACTURE THEREOF	6,653,365 B2	PCT, LLC
5.	FLOWABLE DENTAL RESIN MATERIALS AND METHOD OF USE THEREOF	6,767,955 B2	PCT, LLC

SCHEDULE A.2**PATENT APPLICATIONS****OWNER: PENTRON CLINICAL TECHNOLOGIES, LLC ("PCT, LLC")**

	TITLE	NON-PROVISIONAL APPLICATION NO.	PUBLICATION NO. & DATE	OWNER
1.	FIBER REINFORCED COMPOSITE POST	11/006,219		PCT, LLC
2.	DENTAL RESIN MATERIALS, METHOD OF MANUFACTURE, AND USES THEREOF	10/683,750	2004/0086446 A1 - 5/6/04	PCT, LLC
3.	ENDODONTIC POST SYSTEM	10/164,512	2004/0248067 A1 - 12/9/04	PCT, LLC
4.	ENDODONTIC POST AND OBTURATING SYSTEM	10/633,610	US-2004-0265783-A1 12/30/2004	PCT, LLC
5.	ENDODONTIC POST AND OBTURATING SYSTEM	10/633,612	US-2005-0003328-A1 - 1/6/2005	PCT, LLC
6.	SELF-ETCHING PRIMER ADHESIVE AND METHOD OF USE THEREFOR	10/442,476	2003/0207960 A1 - 11/6/03	PCT, LLC
7.	METHOD OF MANUFACTURING DENTAL RESTORATIONS	10/862,177	2004/0249015 A1 - 12/9/04	PCT, LLC
8.	DENTAL COMPOSITE MATERIALS AND METHOD OF MANUFACTURE THEREOF	10/665,391		PCT, LLC
9.	SELF CURING SYSTEM FOR ENDODONTIC SEALANT APPLICATIONS	10/252,073	2003/0134933 A1 - 7/17/03	PCT, LLC

	TITLE	NON-PROVISIONAL APPLICATION NO.	PUBLICATION NO. & DATE	OWNER
10.	ROOT CANAL FILLING MATERIAL	10/279,609	2003/0113686 A1 - 6/19/2003	PCT, LLC
11.	DENTAL FILLING MATERIAL	10/304,371	2003/0124483 A1 - 7/3/2003	PCT, LLC
12.	DENTAL FILLING MATERIAL	10/465,416		PCT, LLC
13.	DENTAL FILLING MATERIAL	10/914,057		PCT, LLC
14.	DENTAL FILLING MATERIAL	PCT/US2004/028653		PCT, LLC
15.	DENTAL FILLING MATERIAL	PCT/US 03/19277	WO2004/037214 - 5/6/2004	PCT, LLC
16.	DENTAL RESINS, DENTAL COMPOSITE MATERIALS, AND METHOD OF MANUFACTURE THEREOF	10/452,269	2004/0242723 A1 - 12/2/04	PCT, LLC
17.	METHOD OF MANUFACTURING DENTAL POSTS, OBTURATORS AND RESTORATIONS	10/774,231	2004-0202985 A1 - 10/14/2004	PCT, LLC
18.	METHOD OF MANUFACTURING DENTAL POSTS, OBTURATORS AND RESTORATIONS	PCT/US 2004/003590		PCT, LLC
19.	ENDODONTIC OBTURATOR	10/319,243	US-2004-0115589-A1; 06/17/04	PCT, LLC