

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY AGREEMENT
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CONVEYING PARTY DATA

Name	Execution Date
Jeneric/Pentron Incorporated	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 S. Cohen
City:	Madison
State/Country:	CONNECTICUT
Postal Code:	06443

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	D417840
Patent Number:	D421121

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: jrabin@levettrrockwood.com
 Correspondent Name: Judy A. Rabkin, Esq.
 Address Line 1: 33 Riverside Avenue
 Address Line 2: Levett Rockwood P.C.

OP \$80.00 D417840

Address Line 4:

Westport, CONNECTICUT 06880

NAME OF SUBMITTER:

Judy A. Rabkin, Esq.

Total Attachments: 11

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MORTGAGE AND
SECURITY AGREEMENT - PATENTS

This MORTGAGE AND SECURITY AGREEMENT – PATENTS (the “Mortgage”) is made as of this 4th 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 CORPORATION, a Delaware corporation (“Pentron”), JENERIC/PENTRON INCORPORATED, a Connecticut corporation (JPI”) and PENTRON LABORATORY TECHNOLOGIES, LLC, a Connecticut limited liability company (“PLT” and, with Pentron and JPI, collectively and individually as the case may be, “Guarantor”) 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 Pentron Clinical Technologies, LLC (“Borrower”). Borrower’s obligations under the Notes are guaranteed by Guarantor pursuant to a certain Guaranty Agreement of even date herewith (the “Guaranty”). 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 and of Guarantor under the Guaranty that the Guarantor shall have executed and delivered this Mortgage to Secured Party; and

WHEREAS, Guarantor 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 Guarantor and the Secured Party (the “Security Agreement”), Guarantor 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, Guarantor hereby agrees with Secured Party as follows:

1. Guarantor 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 of Guarantor under

the Guaranty 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 Guarantor'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, Guarantor represents and warrants unto Secured Party that Guarantor 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, Guarantor 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. Guarantor covenants and agrees with Secured Party that, so long as this Mortgage shall remain in effect:

(a) Guarantor 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) Guarantor 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. Guarantor 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 Guarantor in response to such infringement. Secured Party shall have the right, in consultation with Guarantor, to require Guarantor to take such action as Secured Party may reasonably determine to be required to enforce such Patent Rights.

(c) Guarantor 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 Guarantor, to require Guarantor to take such action as Secured Party may reasonably determine to be required to defend the Patent Rights.

(d) Guarantor 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, Guarantor 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 Guarantor 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 Guarantor, its successors and assigns, and Guarantor 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 Guarantor's exclusive right and license to use the Collateral for Guarantor'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 Guarantor to take any actions prohibited hereunder.

7. Notwithstanding anything to the contrary, nothing herein contained shall relieve Guarantor from the performance of any covenant, agreement or obligation on Guarantor's part to be performed under any license agreement now existing or hereafter executed by Guarantor 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 Guarantor 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 Guarantor and Secured Party shall promptly execute and deliver to Guarantor such documents or instruments as Guarantor may reasonably request to evidence any such termination.

9. This Mortgage shall be binding upon Guarantor, 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 Guaranty or Security Agreement.

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

PENTRON CORPORATION

By: 
Name: Gary Ratajczak
Title: CFO and Treasurer

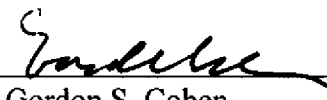
JENERIC/PENTRON INCORPORATED

By: 
Name: Gary Ratajczak
Title: Treasurer

PENTRON LABORATORY TECHNOLOGIES, LLC

By: 
Name: Gary Ratajczak
Title: CFO and Treasurer

THE COHEN FAMILY TRUST PARTNERSHIP

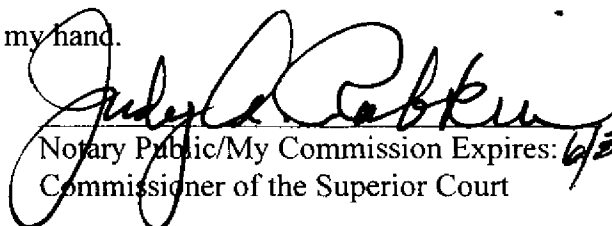
By: 
Name: Gordon S. Cohen
Title: Trustee, Managing Partner


Gordon S. Cohen

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

On this the 7th day of March, 2005, before me, the undersigned officer, personally appeared Gary Ratajczak, who acknowledged himself to be the CFO and Treasurer of PENTRON CORPORATION, a corporation, the Treasurer of JENERIC/PENTRON INCORPORATED, a corporation, and the CFO and Treasurer of PENTRON LABORATORY TECHNOLOGIES, LLC, a limited liability company, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the corporations and the limited liability company, by signing the name of the said corporations and limited liability company by himself as such officer.

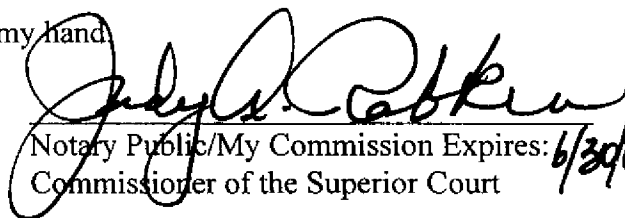
In Witness Whereof I hereunto set my hand.


 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 officer, personally appeared Gordon S. Cohen who acknowledged himself to be the Trustee and Managing Partner of The Cohen Family Trust Partnership, a Connecticut general partnership, and that he/she, as such Trustee and Managing Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the partnership, by signing the name of the partnership by himself as such Trustee and Managing Partner.

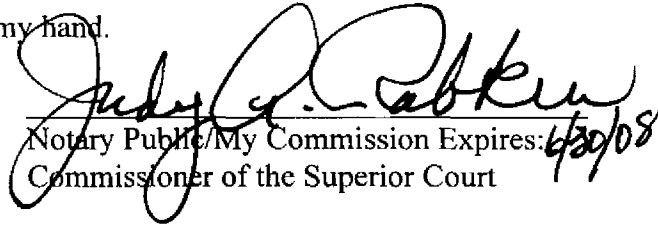
In Witness Whereof I hereunto set my hand.


 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: JENERIC/PENTRON INCORPORATED ("JPI")**

	TITLE	PATENT NUMBER	OWNER
1.	DENTAL RESIN MATERIALS	5,444,104	JPI
2.	DENTAL RESIN MATERIALS	5,276,068	JPI
3.	LIGHT CURABLE DENTAL PIT & FISSURE SEALANT	4,839,401	JPI
4.	TRIMODAL METHOD OF CURING DENTAL COMPOSITIONS	5,348,475	JPI
5.	COLOR STABLE DENTAL RESTORATIVE MATERIALS	5,684,103	JPI
6.	FILLERS FOR INVESTMENT & REFRACTORY DIE MATERIALS	5,180,427	JPI
7.	GUM COLORED DENTAL COMPOSITE & DENTAL RESTORATION KIT	5,430,074	JPI
8.	CATALYST AND COMPOSITION FOR SILICONE DENTAL IMPRESSION MATERIALS	5,998,561	JPI
9.	DENTAL RESIN MATERIALS	5,969,000	JPI
10.	FIBER-REINFORCED DENTAL STRUCTURES AND METHOD OF MANUFACTURE THEREOF	6,039,569	JPI
11.	HEAT TREATED FIBERS FOR REINFORCED DENTAL RESTORATIONS AND METHOD OF MANUFACTURE THEREOF	6,030,220	JPI
12.	HEAT TREATED FIBERS FOR REINFORCED DENTAL RESTORATIONS AND METHOD OF MANUFACTURE THEREOF	6,381,989	JPI
13.	DENTAL COMPOSITES GROUND, DENSIFIED, EMBRITTLED GLASS FIBER FILLER	6,013,694	JPI
14.	DENTAL COMPOSITES GROUND, DENSIFIED, EMBRITTLED GLASS FIBER FILLER	6,403,676	JPI
15.	METHOD FOR THE FORMATION OF DENTAL RESTORATIONS FROM CONDENSABLE COMPOSITES	5,997,302	JPI

	TITLE	PATENT NUMBER	OWNER
16.	KIT FOR THE FORMATION OF DENTAL RESTORATION FROM CONDENSABLE COMPOSITES	6,022,218	JPI
17.	HIGH MODULUS HYBRID FIBERS FOR DENTAL RESTORATIONS	6,132,215	JPI
18.	HYBRID WOVEN MATERIAL FOR REINFORCEMENT OF DENTAL RESTORATIONS	5,921,778	JPI
19.	DENTAL BRIDGES COMPRISING FIBER REINFORCED WITH FIBER OR PARTICULATE REINFORCED VENEERS	6,362,250	JPI
20.	FURNACE FOR HEAT TREATMENT OF DENTAL MATERIALS	6,252,202	JPI
21.	PREFABRICATED COMPONENTS FOR DENTAL APPLIANCES	6,186,790	JPI
22.	PREFABRICATED COMPONENTS FOR DENTAL APPLIANCES	6,345,984	JPI
23.	CONTAINER FOR CONDENSABLE DENTAL COMPOSITES	Des. 417,840	JPI
24.	FIBER-REINFORCED DENTAL BRIDGE AND METHOD OF MANUFACTURE THEREOF	6,200,136	JPI
25.	FILLER MATERIAL FOR DENTAL COMPOSITES	6,270,562	JPI
26.	MASS PRODUCTION OF DENTAL RESTORATIONS BY SOLID FREE-FORM FABRICATION METHODS	6,322,728	JPI
27.	MASS PRODUCTION OF SHELLS AND MODELS FOR DENTAL RESTORATIONS PRODUCED BY SOLID FREE-FORM FABRICATION METHODS	6,821,462	JPI
28.	SOLID FREE-FORM FABRICATION METHODS FOR THE PRODUCTION OF DENTAL RESTORATIONS	6,808,659	JPI
29.	HIGH STRENGTH DENTAL RESTORATIONS	6,413,660	JPI
30.	METHOD OF MAKING HIGH-STRENGTH DENTAL RESTORATIONS	6,533,969	JPI
31.	DENTAL PRIMER ADHESIVE	6,147,137	JPI
32.	FIBER REINFORCED COMPOSITE POST	6,186,791	JPI

	TITLE	PATENT NUMBER	OWNER
33.	FIBER REINFORCED COMPOSITE	6,439,890 B1	JPI
34.	SYRINGE	DES 421,121	JPI
35.	DENTAL COMPOSITIONS COMPRISING DEGRADABLE POLYMERS AND METHODS OF MANUFACTURE THEREOF	6,455,608 B1	JPI
36.	DENTAL COMPOSITE MATERIALS (NANO-SIZED PEARL NECKLACE SHAPED PARTICLES)	6,417,246 B1	JPI
37.	FLEXIBLE ROOT CANAL PROSTHESIS	5,564,929	JPI
38.	METHOD AND APPARATUS FOR PREPARING DENTAL RESTORATIONS	6,568,936 B2	JPI
39.	METHOD OF ETCHING AND PRIMING A TOOTH	6,592,372 B2	JPI
40.	DENTAL ACID ETCHANT COMPOSITION AND METHOD OF USE	6,537,563 B2	JPI
41.	BURN-OUT FURNACE	6,441,346 B1	JPI
42.	CURING LIGHT	6,688,763 B2	JPI
43.	PASSIVE DENTAL APPLIANCES OF FIBER REINFORCED COMPOSITES	4,894,012	University of Connecticut (Farmington, CT)*

* Patent No. 4,894,012, assigned to University of Connecticut (Farmington, CT), is licensed to Jeneric/Pentron, Inc., by license agreements recorded at (1) Reel 009314, Frame 0888, and (2) Reel 009297 and Frame 0271.

SCHEDULE A.2

PATENT APPLICATIONS

OWNER: JENERIC/PENTRON INCORPORATED ("JPI")

	TITLE	NON-PROVISIONAL APPLICATION NUMBER	PUBLICATION NO. & DATE	OWNER
1.	DENTAL BRIDGES COMPRISING FIBER REINFORCED WITH FIBER OR PARTICULATE REINFORCED VENEERS	10/002,421	2002/0082316 A1 -6/27/02	JPI
2.	DENTAL RESTORATIONS FORMED BY SOLID FREE-FORM FABRICATION METHODS	09/972,351	2002/0033548 A1 - 3/21/02	JPI