

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
Micro Dental Laboratories	05/19/2005

RECEIVING PARTY DATA	
Name:	Antares Capital Corporation, as Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 4400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606

PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5964592
Patent Number:	6676408

CORRESPONDENCE DATA	
Fax Number:	(312)577-4752
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	penelope.johnson@kattenlaw.com
Correspondent Name:	Penelope S. Johnson
Address Line 1:	525 W. Monroe
Address Line 2:	c/o Katten Muchin Rosenman LLP
Address Line 4:	Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Penelope S. Johnson
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Total Attachments: 5 source=C18N-Exchange-06012005-095132#page1.tif source=C18N-Exchange-06012005-095132#page2.tif source=C18N-Exchange-06012005-095132#page3.tif source=C18N-Exchange-06012005-095132#page4.tif

CH \$80.00 5964592

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of May 19, 2005, is by and between **MICRO DENTAL LABORATORIES**, a California corporation (“Grantor”), and **ANTARES CAPITAL CORPORATION**, a Delaware corporation, as Agent (in such capacity, the “Grantee”) for the benefit of itself and all financial institutions that from time to time become lenders (the “Lenders”) under the Credit Agreement (as such terms are hereinafter defined).

RECITALS

WHEREAS, the Grantor, owns the issued Patents and pending Patent applications listed on Schedule 1 annexed hereto, and is a party to the Patent licenses listed on Schedule 1 annexed hereto; and

WHEREAS, the Grantor, as a Borrower, has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Sunrise Dental Ceramics, a Nevada corporation, as a Borrower, and Grantee and the Lenders, providing for extensions of credit and other financial accommodations to be made to the Borrowers by the Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among Grantor, certain affiliates of Grantor, and Grantee, Grantor has granted to Grantee for the benefit of Grantee and Lenders a security interest in substantially all the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and Patent licenses, and all proceeds thereof, to secure the payment of the “Liabilities” (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to the Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Patent Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Patent, including, without limitation, the issued Patents (together with any reissues, divisions, continuations, renewals, extensions or continuations-in-part thereof), pending Patent applications referred to in Schedule 1 annexed hereto, and all of the inventions and improvements described and claimed in each Patent, Patent registration and Patent application together with all patentable inventions;
- (2) each Patent license, including without limitation each Patent license listed on Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent including, without limitation, the issued Patents referred to in Schedule 1 annexed hereto,

the Patents issued from any pending Patent applications referred in Schedule 1 and the Patents licensed under any Patent license.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement and is not intended to increase the rights of the Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral made and 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.

*[Remainder of page intentionally left blank;
signature page follows]*

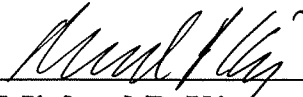
IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

MICRO DENTAL LABORATORIES, a
California corporation, as a Grantor

By: _____
Name: _____
Title: _____

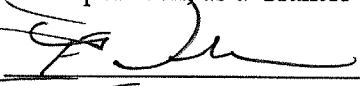
Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent, as Grantee

By: 
Name: **Michael P. King**
Title: **Director**

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

MICRO DENTAL LABORATORIES, a
California corporation, as a Grantor

By: 
Name: F. WALLACE
Title: CEO

Acknowledged:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent, as Grantee

By: _____
Name: _____
Title: _____

**SCHEDULE I
TO
PATENT SECURITY AGREEMENT**

U.S. Patent Registrations; Foreign Patent Registrations; U.S. Patent Applications;
Foreign Patent Applications; Patent Licenses

U.S. Patent Registrations

<u>HOLDER</u>	<u>PATENT</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Micro Dental Laboratories	Non-Metallic Dental Post and Method	5,964,592	10/12/99
Micro Dental Laboratories	Direct Pneumatic Piston Driven Impression Material Dispensing System	6,676,408	1/13/04

Foreign Patent Registrations

None.

U.S. Patent Applications

None.

Foreign Patent Applications

None.

Patent Licenses

<u>LICENSED PATENTS</u>	<u>NAME OF AGREEMENT</u>	<u>PARTIES</u>	<u>DATE OF AGREEMENT</u>
Non-Metallic Dental Post and Method	Royalty Agreement for Micro Fiberpost® Sales	Dr. Chris Pescatore; Micro Dental Laboratories	1/17/00