

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
EFFECTIVE DATE:	04/13/2007
CONVEYING PARTY DATA	
Name	Execution Date
AFP Imaging Corporation	04/13/2007
RECEIVING PARTY DATA	
Name:	ComVest Capital, LLC
Street Address:	One North Clematis
Internal Address:	Suite 300
City:	West Palm Beach
State/Country:	FLORIDA
Postal Code:	33401
PROPERTY NUMBERS Total: 9	
Property Type	Number
Patent Number:	D355964
Patent Number:	6002742
Patent Number:	6076719
Patent Number:	6307915
Patent Number:	6404854
Patent Number:	6527442
Patent Number:	6320934
Patent Number:	6990455
Application Number:	11191719
CORRESPONDENCE DATA	
Fax Number: (973)295-1267	
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.	

CH \$360.00 D355964

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ATTORNEY DOCKET NUMBER:	091533.012500
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NAME OF SUBMITTER:	David Joyal
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NOTICE OF PATENT SECURITY AGREEMENT

WHEREAS, AFP Imaging Corporation, a New York corporation (the "Grantor"), is the owner of the patents and the registrations therefor and the patent application in the United States Patent and Trademark Office as set forth on **Schedule A** annexed hereto and made a part hereof (collectively, the "Patents"); and

WHEREAS, the Grantor has entered into that certain Collateral Agreement of even date herewith (the "Collateral Agreement"), by and among the Grantor, certain of its affiliates and ComVest Capital, LLC, a Delaware limited liability company (the "Secured Party"); and

WHEREAS, pursuant to the Collateral Agreement, the Grantor has agreed to grant to the Secured Party a continuing security interest in, and a continuing lien on, all of the Grantor's right, title, and interest in and to the Patents (and any patent which may be issued upon the application set forth on **Schedule A**);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign and grant to the Secured Party a continuing security interest in and a continuing lien on the Patents, as security for the payment and performance of the Obligations as defined in the Collateral Agreement.

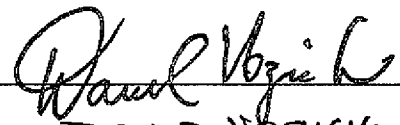
IN WITNESS WHEREOF, the Grantor has caused this Notice of Security Agreement to be duly executed by its authorized officer or agent as of April 13, 2007.

AFP IMAGING CORPORATION

By: _____

Name: _____

Title: _____


DAVID VOZICK
CHAIRMAN of the Board

SCHEDULE A

AFP IMAGING CORPORATION – U.S. PATENTS AND APPLICATIONS

PATENTS

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
D-355,964	February 28, 1995	Capsule for housing electromechanical equipment for radio-diagnosis
6,002,742	December 14, 1999	Method and device for triggering of x-ray image sensor
6,076,719	June 20, 2000	Transport system for propelling photographic film through an automatic film processing machine
6,307,915	October 23, 2001	Triggering of solid state x-ray images with non-destructive readout capability
6,404,854	June 11, 2003	Dental x-ray system imaging
6,527,442	March 4, 2003	Integrated sensor holder for dental imaging
6,320,934	November 20, 2001	Sensor characterization in memory
6,990,455	January 24, 2006	Command control using speech recognition for dental computer connected devices

APPLICATIONS

<u>Serial No.</u>	<u>Filing Date</u>	<u>Title</u>
11/191,719	July 28, 2005	Digital dental x-ray sensor protector