### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment No. 2 to Mortgage and Security Agreement dated March 9, 2005 and amended July 24, 2006

#### **CONVEYING PARTY DATA**

Name	Execution Date
Jeneric/Pentron Incorporated	06/15/2007

#### **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: 45

Property Type	Number	
Patent Number:	5444104	
Patent Number:	5276068	
Patent Number:	4839401	
Patent Number:	5348475	
Patent Number:	5684103	
Patent Number:	5180427	
Patent Number:	5430074	
Patent Number:	5998561	
	PATENT	

PATENT " REEL: 020010 FRAME: 0892

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Patent Number:	5969000
Patent Number:	6039569
Patent Number:	6030220
Patent Number:	6381989
Patent Number:	6013694
Patent Number:	6403676
Patent Number:	5997302
Patent Number:	6022218
Patent Number:	6132215
Patent Number:	5921778
Patent Number:	6362250
Patent Number:	6252202
Patent Number:	6186790
Patent Number:	6345984
Patent Number:	D417840
Patent Number:	6200136
Patent Number:	6270562
Patent Number:	6322728
Patent Number:	6821462
Patent Number:	6808659
Patent Number:	6413660
Patent Number:	6533969
Patent Number:	6147137
Patent Number:	6186791
Patent Number:	6439890
Patent Number:	D421121
Patent Number:	6455608
Patent Number:	6417246
Patent Number:	5564929
Patent Number:	6568936
Patent Number:	6592372
Patent Number:	6537563
Patent Number:	6441346
Patent Number:	6688763
Patent Number:	4894012
	PATENT PEEL : 020010 EPAME: 0

REEL: 020010 FRAME: 0893

Application Number:	10002421
Application Number:	09972351

#### **CORRESPONDENCE DATA**

Fax Number: (203)975-7180

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 203-353-6834

Email: clondon@eapdlaw.com

Correspondent Name: Edwards Angell Palmer & Dodge LLP

Address Line 1: 301 Tresser Boulevard Address Line 2: Paralegal Christina London

Stamford, CONNECTICUT 06901 Address Line 4:

ATTORNEY DOCKET NUMBER:	49384.0002 JENERIC/PENTRO
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#### NAME OF SUBMITTER: Christina London

#### Total Attachments: 10

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## AMENDMENT NO. 2 TO MORTGAGE AND SECURITY AGREEMENT - PATENTS

THIS AMENDMENT NO. 2 TO MORTGAGE AND SECURITY AGREEMENT - PATENTS (this "Amendment"), dated as of June 15, 2007, by and among Gordon S. Cohen ("Cohen") and The Cohen Family Trust Partnership, a Connecticut general partnership (the "Partnership"; with Cohen, collectively and individually, "Secured Party") and Pentron Corporation, a Delaware corporation ("Pentron"), Jeneric/Pentron Incorporated, a Connecticut corporation ("IPI"), and Pentron Laboratory Technologies, LLC, a Connecticut limited liability company ("PLT"; with Pentron and JPI, collectively and individually, as the case may be, the "Guarantor"). This Amendment amends certain provisions of that certain Mortgage and Security Agreement - Patents, dated as of March 9, 2005 and amended July 24, 2006 (the "Original Agreement"), by and between Cohen, the Partnership and Guarantor. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Original Agreement.

WHEREAS, on even date herewith, Pentron Clinical Technologies, LLC ("Borrower") has issued a promissory note to Cohen to evidence a loan made by Cohen to Borrower in the principal amount of \$1,200,000; and

WHEREAS, in connection with the foregoing, the parties desire to amend the Original Agreement as more fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter set forth, and intending to be legally bound hereby, the parties hereto do hereby agree as follows:

1. <u>Amendment of first WHEREAS clause of the Original Agreement.</u> The first WHEREAS clause on the first page of the Original Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

"WHEREAS, as evidenced by those certain notes dated March 9, 2005 (as certain of the notes have been amended), those certain notes dated July 24, 2006, and that certain note dated June 15, 2007 (collectively, 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, dated as of March 9, 2005 (the "Original Guaranty Agreement"), as amended by that certain Amendment to Guaranty Agreement, dated as of July 24, 2006 (the "First Guaranty Amendment"), between Secured Party and Guarantor and that certain Amendment No. 2 to Guaranty Agreement, dated as of June 15, 2007 (the "Second Guaranty Amendment"), between Secured Party and Guarantor (the Original Guaranty Agreement, as amended by the First Guaranty Amendment and the Second Guaranty Amendment, 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 that the Guarantor shall have executed and delivered this Mortgage to Secured Party; and"

2. <u>Amendment of third WHEREAS clause of the Original Agreement.</u> The third WHEREAS clause on the first page of the Original Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

"WHEREAS, pursuant to a certain Security Agreement, dated as of March 9, 2005 (the "Original Security Agreement"), between Guarantor and Secured Party, as amended by that certain Amendment to Security Agreement, dated as of July 24, 2006 (the "First Security Agreement Amendment"), between Guarantor and Secured Party and that certain Amendment No. 2 to Security Agreement, dated June 15, 2007 (the "Second Security Agreement Amendment"), between Guarantor and Secured Party (the Original Security Agreement, as amended by the First Security Agreement Amendment and the Second Security Agreement Amendment, 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."

- 3. <u>Continuing Effect of the Agreement.</u> This Amendment shall not constitute a termination, waiver, amendment or modification of any provision of the Original Agreement not expressly referred to herein. Except as expressly amended or modified herein, the provisions of the Original Agreement are and shall remain in full force and effect. From and after the date hereof, all references made in the Original Agreement or this Amendment to the "Mortgage" shall be references to the Original Agreement as amended by this Amendment.
- 4. <u>Counterparts</u>. This Amendment may be executed in one or more original or facsimile counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.
- 4. <u>Governing Law</u>. This Amendment shall be governed by and interpreted in accordance with the laws of the State of Connecticut, without giving effect to the conflicts of laws principles thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Gordon S. Cohen

#### THE COHEN FAMILY TRUST PARTNERSHIP

Name: Gordon S. Cohen

Title: Trustee, Managing Partner

#### PENTRON CORPORATION

Name: Scott Willey

Title: Vice President and Chief Financial Officer

JENERIC/PENTRON INCORPORATED

Name: Scott Willey

Title: Treasurer

PENTRON LABORATORY TECHNOLOGIES, LLC

Name: Scott Willey

Title: Manager, Chief Financial Officer and Treasurer

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STATE OF CONNECTICUT) ) at Wallingford COUNTY OF NEW HAVEN) On this the // day of June, 2007, 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: Commissioner of the Superior Court Beth M. Hulteen, Notary Public State of Connecticut My Commission Expires 11/30/2008 STATE OF CONNECTICUT) ) at Wallingford COUNTY OF NEW HAVEN) On this the \_\_\_\_\_\_ day of June, 2007, before me, the undersigned, 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, 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 said partnership by himself as trustee and Managing Partner. In Witness Whereof I hereunto set my hand.

> Beth M. Hulteen, Notary Public State of Connecticut My Commission Expires 11/30/2008

Notary Public/My commission expires: Commissioner of the Superior Court

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STATE OF CONNECTICUT )

at Wallingford

COUNTY OF NEW HAVEN )

On this the 12 day of June, 2007, before me, the undersigned, personally appeared Scott Willey, who acknowledged himself to be the Vice President and Chief Financial Officer of Pentron Corporation, a Delaware corporation, the Treasurer of Jeneric/Pentron Incorporated, a Connecticut corporation, and the Manager, Chief Financial Officer and Treasurer of Pentron Laboratory Technologies, LLC, a Connecticut 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 said corporations and limited liability company by himself as such officer.

In Witness Whereof I hereunto set my hand.

Notary Public/My commission expires: Commissioner of the Superior Court

Beth M. Hulteen, Notary Public State of Connecticut My Commission Expires 11/30/2008 PENTRON CORP

TO MORTGAGE OF PATENTS

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# 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 & REPRACTORY 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.	EMBRITTLED GLASS FIBER FILLER	6,403,676	JPI
15.	METHOD FOR THE FORMATION OF DENTAL RESTORATIONS FROM CONDENSABLE COMPOSITES	5,997,302	JPI

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	TITLE	PATENT NUMBER	OWNER
	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
	HYBRID WOVEN MATERIAL FOR REINFORCEMENT OF DENTAL RESTORATIONS	5,921,778	JPI
9,	DENTAL BRIDGES COMPRISING FIBER REINFORCED WITH FIBER OR PARTICULATE REINFORCED VENEERS	6,362,250	ŢŊĬ
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
<b>26.</b>	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
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	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 c	JPI
43.	PASSIVE DENTAL APPLIANCES OF FIBER REINFORCED COMPOSITES	4,894,012	University of Connecticut (Farmington, CT)*

<sup>\*</sup> 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.

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# PENTRON CORP

## PATENT APPLICATIONS

## OWNER: JENERIC/PENTRON INCORPORATED ("JPI")

	1	NON- PROVISIONAL APPLICATION NUMBER		OWNER
1.	DENTAL BRIDGES COMPRISING FIBER REINFORCED WITH FIBER OR PARTICULATE REINFORCED VENEERS	10/002,421	2002/0082316 A1 -6/27/02	MI
2.	DENTAL RESTORATIONS FORMED BY SOLID FREE-FORM FABRICATION METHODS	09/972,351	2002/0033548 A1 - 3/21/02	JPI

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**PATENT** REEL: 020010 FRAME: 0904

**RECORDED: 10/25/2007**