

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment No. 3 to Mortgage and Security Agreement Dated March 9, 2005, Amended July 24, 2006 and second amendment dated June 15, 2007
CONVEYING PARTY DATA	
Name	Execution Date
Jeneric/Pentron Incorporated	09/25/2007
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

REEL: 020054 FRAME: 0398

500389174

CH \$1800.00 5444104

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

Application Number:	10002421
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Application Number:	09972351
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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

Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	49384.0002 PENTRON
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NAME OF SUBMITTER:	Christina London
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Total Attachments: 11

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**AMENDMENT NO. 3 TO MORTGAGE AND
SECURITY AGREEMENT - PATENTS**

THIS AMENDMENT NO. 3 TO MORTGAGE AND SECURITY AGREEMENT - PATENTS (this "Amendment"), dated as of September 25, 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 ("JPI"), 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 and June 15, 2007 (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 promissory notes to Cohen and the Partnership to evidence loans made by Cohen and the Partnership to Borrower, each in the principal amount of \$300,000; 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. Amendment of first WHEREAS clause of the Original Agreement. 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, Pentron Clinical Technologies, LLC ("Borrower") has executed and delivered, or is executing and delivering, to Secured Party the following promissory notes to evidence loans in the amounts indicated, made by Secured Party to Borrower:

(i) that certain Promissory Note, dated March 9, 2005, of Borrower in favor of Cohen in the original principal amount of \$1,000,000; that certain Promissory Note, dated June 15, 2007, of Borrower in favor of Cohen in the original principal amount of \$1,200,000; and that certain Promissory Note dated September 25, 2007 of Borrower in favor of Cohen in the original principal amount of \$300,000 (in each case as amended from time to time, the "Cohen Notes"); and

(ii) that certain Promissory Note, dated March 9, 2005, of Borrower in favor of the Partnership in the original principal amount of \$1,000,000; that certain Promissory Note, dated March 9, 2005 and amended as of June 30, 2005, March 31, 2006, June 30, 2006 and June 15, 2007, of Borrower in favor of the Partnership in the original principal

amount of \$950,000; and that certain Promissory Note dated September 25, 2007 of Borrower in favor of the Partnership in the original principal amount of \$300,000 (in each case as amended from time to time, the "Partnership Notes," and together with the Cohen Notes, the "Notes", and each a "Note").

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, that certain Amendment No. 2 to Guaranty Agreement, dated as of June 15, 2007 (the "Second Guaranty Amendment"), between Secured Party and Guarantor; and that certain Amendment No. 3 to Guaranty Agreement, dated as of September 25, 2007 (the "Third Guaranty Amendment") between Secured Party and Guarantor (the Original Guaranty Agreement, as amended by the First Guaranty Amendment, the Second Guaranty Amendment and the Third 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."

2. Amendment of third WHEREAS clause of the Original Agreement. 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, that certain Amendment No. 2 to Security Agreement, dated June 15, 2007 (the "Second Security Agreement Amendment"), between Guarantor and Secured Party, and that certain Amendment No. 3 to Security Agreement, dated September 25, 2007 (the "Third Security Agreement Amendment"), between Guarantor and Secured Party (the Original Security Agreement, as amended by the First Security Agreement Amendment, the Second Security Agreement Amendment and the Third 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."

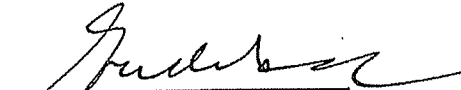
3. Continuing Effect of the Agreement. This Amendment shall not constitute a termination, waiver, amendment or modification of any provision of the Original Agreement not expressly referred to herein. Except as expressly amended or modified herein, the provisions of the Original Agreement are and shall 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. Counterparts. 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. Governing Law. 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]

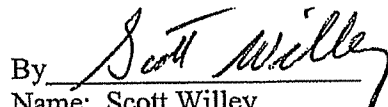
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.


Gordon S. Cohen

THE COHEN FAMILY TRUST PARTNERSHIP

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

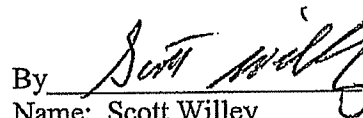
PENTRON CORPORATION

By 
Name: Scott Willey
Title: Vice President and Chief Financial Officer

JENERIC/PENTRON INCORPORATED

By 
Name: Scott Willey
Title: Treasurer

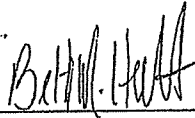
PENTRON LABORATORY TECHNOLOGIES, LLC

By 
Name: Scott Willey
Title: Manager, Chief Financial Officer and Treasurer

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

On this the 20th day of September, 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.



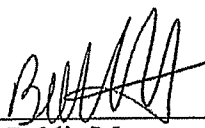
Notary Public/My commission expires:
Commissioner of the Superior Court

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 20th day of September, 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.



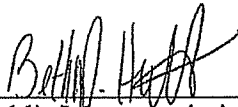
Notary Public/My commission expires:
Commissioner of the Superior Court

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 20th day of September, 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

SCHEDULE A
TO MORTGAGE OF
PATENTS

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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

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	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

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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	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

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