

06-19-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Ormco Corporation 6-13-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Credit Suisse First Boston
Internal Address:
Street Address: Eleven Madison Avenue
City: New York State: NY Zip: 10010
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Bank - Switzerland
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: June 6, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See attached
B. Trademark Registration No.(s) See Attached
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 50

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Tara O'Hagan
Internal Address: O'Melveny & Myers LLP
Street Address: 153 E. 53rd Street Rm 5249
City: New York State: NY Zip: 10022

7. Total fee (37 CFR 3.41) \$1,265.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Tara O'Hagan Signature Date 6/12/02

06/18/2002 6TDM11 00000189 74645522
01 FD:481 40.00 OP
02 FC:482 1225.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002523 FRAME: 0216

Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Ormco Corporation	74/645522	2049675	REGISTERED	ACCENT	3/13/95	4/1/97	Orthodontic appliances namely, buccal tubes	1
Ormco Corporation	73/629861	1599464	REGISTERED	AEZ	10/6/89	6/5/90	Orthodontic pliers	5
Ormco Corporation	75/085459	2069169	REGISTERED	BIOS	4/9/96	6/10/97	Dental apparatus, namely orthodontic bracket	5
Ormco Corporation	74/106621	1668358	REGISTERED	BRITE GEAR	10/17/90	5/19/92	For: Extra-Oral Traction Device Used to Reposition Teeth	1
Ormco Corporation	74/276580	1747092	REGISTERED	CLINICAL IMPRESSIONS	5/18/92	1/19/93	Magazine published periodically containing information of interest to orthodontists	6, 18, 44, 46, 51 and 52
Ormco Corporation	74/513789	2064318	REGISTERED	COPPER NI-TI	4/18/94	5/27/97	Orthodontic appliances, namely archwire	10
Ormco Corporation	149206	1100113	REGISTERED	D-RECT	11/18/77	8/22/78	Braided wires for use in orthodontic work	5
Ormco Corporation	75/993133	2484108	REGISTERED	ENLIGHT	11/20/97	9/4/01	Light cured adhesive product for bonding orthodontic brackets	5
Ormco Corporation	285600	1208055	REGISTERED	FORCE 9 & Design	11/12/80	9/14/82	Braided orthodontic archwire, Class 10	10
Ormco Corporation	534567	1392903	REGISTERED	MINI DIAMOND	4/29/85	5/13/86	Orthodontic Brackets	5, 10
Ormco Corporation	75/085474	2084992	REGISTERED	SERIES	4/8/96	7/29/97	Dental apparatus, namely orthodontic brackets	10

Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Ormco Corporation	544004	1379046	REGISTERED	NI-TI	6/20/85	1/21/86	Orthodontic archwire	10
Ormco Corporation	74/663542	1958066	REGISTERED	OPTIMESH	4/20/95	2/20/96	Class 10: Orthodontic appliances, namely metal brackets	10 (44)
Ormco Corporation	197753	805280	REGISTERED	ORMCO	7/13/64	3/8/66	Dental and orthodontic appliances, tools, and equipment for correcting, restoring and treating defects of the oral cavity; tools and equipment to prepare such appliances; and tools and equipment employed in the general dental, orthodontic, pediatric, an	16
Ormco Corporation	128377	1096605	REGISTERED	ORMESH	5/27/77	7/18/78	Orthodontic brackets	10
Ormco Corporation	74/564420	2302317	REGISTERED	ORTHOS	8/22/94	12/21/99	(INTL CL. 10): Orthodontic appliances, namely brackets, archwires and buccal tubes	5
Ormco Corporation	73/768,662	1650669	REGISTERED	PEERLESS	12/12/88	7/16/91	Orthodontic Brackets	10
Ormco Corporation	438546	981213	REGISTERED	POWER THREAD	10/16/72	3/26/74	Elastic thread in Class 44 (5)	10
Ormco Corporation	75/931509	2499799	REGISTERED	PRS	2/29/00	10/23/01	Dental apparatus for pulling posts of various materials out of teeth	5

Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Ormco Corporation	183812	1143232	REGISTERED	RESPOND & Design	8/28/78	12/16/80	Orthodontic arch wires	10
Ormco Corporation	74/628914	2002301	REGISTERED	SPIRIT	2/2/95	9/24/96	Orthodontic appliances, namely plastic brackets Class 10	10
Ormco Corporation	229649	1152879	REGISTERED	SYSTEM 1	8/30/79	5/5/81	Adhesive for bonding orthodontic appliances. Class 5.	10
Ormco Corporation	73283160	1176005	REGISTERED	TMA	10/30/80	11/3/81	Orthodontic archwires made of titanium molybdenum alloy.	10
Ormco Corporation	74/628913	1989638	REGISTERED	TRIMLINE	2/2/95	7/30/96	Orthodontic appliances, namely molar bands. Class 10	10
Ormco Corporation	75/454788	2293586	REGISTERED	TWINLOCK	3/23/98	11/16/99	Dental apparatus, namely orthodontic brackets	5
Ormco Corporation	235600	1184598	REGISTERED	ULTIMA	10/17/79	1/5/82	Orthodontic bands	10
Ormco Corporation	75/314802	2147914	REGISTERED	"A" COMPANY	6/25/97	3/31/98	Orthodontic Equipment - namely, maxillary brackets, mandibular brackets, standard brackets, extraction brackets, anterior brackets, extraction series brackets, buccal tubes, lingual tubes, lingual sheaths, lingual buffers, direct bond pads, lip muscle burn	5

Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Ormco Corporation	568247	1399301	REGISTERED	"A"-PAK	11/12/85	7/1/86	Package for Holding and Storing Orthodontic Braces for the Teeth	10
Ormco Corporation	566158	1403006	REGISTERED	COMFORT	10/31/85	7/29/86	For: Orthodontic Brackets for use in straightening teeth	10
Ormco Corporation	75/092591	2160843	REGISTERED	DAMON SL	4/22/96	5/26/98	Orthodontic appliances and apparatus, namely, orthodontic brackets, archwires, and instruments for bracket operation and archwire placement	10
Ormco Corporation	670632	1476734	REGISTERED	FORCE-A	7/6/87	2/16/88	For: Dental appliances namely, elastomeric products for use in orthodontic procedure	5
Ormco Corporation		1404790	REGISTERED	MEMOFLEX	11/25/85	8/12/86	For: Dental apparatus, namely orthodontic archwires	10
Ormco Corporation	73/664733	1473011	REGISTERED	STARFIRE	6/4/87	1/19/88	Orthodontic appliances - namely, brackets for use in straightening teeth	10
Ormco Corporation	73/234196	1273410	REGISTERED	STRAIGHT-WIRE	10/9/79	4/10/84	Orthodontic appliances - namely, brackets, bands, bracket/band assemblies, tubes, bond pads, lingual attachments, arch wires, cabinets, orthodontic kits, orthodontic instruments and related items	10
Ormco Corporation	73/617454	1437696	REGISTERED	TRU-ARCH	8/29/86	4/28/87	Wires for use in orthodontics	10
Ormco Corporation	692026	1492105	REGISTERED	FLEXICLEAR	10/26/87	6/14/88	Flexible orthodontic tooth positioning appliances in Class 10 (44)	10
Ormco Corporation	75/137750	2143450	REGISTERED	ENDO-BENDER	7/22/96	3/10/98	Dental pliers	10

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Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Ormco Corporation	75/056223	2136189	REGISTERED	TRITON	2/12/96	2/10/98	Dental instrument, namely a dental endodontic file	10
Ormco Corporation	248603	840832	REGISTERED	ETM	6/21/66	12/19/67	For: Cutters, pliers, tweezers, probes, socket-wrench handles, and burr removers in Class 8. For: Force gauges for measuring orthodontic-appliance forces, for measuring compression and tension forces in spring-loaded mechanical and electromechanical de	10
Ormco Corporation	75/443635	2288254	REGISTERED	ENDO UNIVERSITY	3/3/98	10/19/99	For: Educational Services, namely, providing training courses and demonstrations in the field of endodontic techniques, and distributing course materials in connection therewith	10
Ormco Corporation	75/729217	2395341	REGISTERED	MICROSEAL	6/15/99	10/17/00	Dental materials, namely, gutta percha used in filling a root canal	10
Ormco Corporation	75/443634	2262615	REGISTERED	QUANTEC	3/3/98	7/20/99	For: Dental Instruments, namely, drills, drill bits, files, reamers	10
Ormco Corporation	75/539272	2301840	REGISTERED	QUANTEC FLARE SERIES	8/19/98	12/21/99	Dental instruments, including endodontic instruments, files, reamers, handles for dental instruments, and root canal therapy instruments.	10
Ormco Corporation	75/564,562	2517879	APPLICATION	ANALYTIC	10/5/98	12/11/01	Class 5: Injectable gutta percha used for endodontic obturation. Class 10: Endodontic instruments, apparatus, systems and materials, including electrical heaters for softening root canal filling material and foot switches for controlling energization of f	

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, KERR CORPORATION, a Delaware corporation, **ORMCO CORPORATION**, a Delaware corporation, **METREX RESEARCH CORPORATION**, a Delaware corporation, and **PINNACLE PRODUCTS, INC.**, a Wisconsin corporation (each individually referred to herein as **"Grantor"** and collectively as **"Grantors"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below);

WHEREAS, Sybron Dental Management, Inc., a Delaware corporation (**"Company"**), Kerr Corporation, a Delaware corporation (**"Kerr"**), Ormco Corporation, a Delaware corporation (**"Ormco"**), and Pinnacle Products, Inc., a Wisconsin corporation (**"Pinnacle"**); each of Company, Kerr, Ormco and Pinnacle are individually referred to herein as a **"Domestic Borrower"** and collectively, on a joint and several basis, as the **"Domestic Borrowers"**), Hawe Neos Holding SA, a corporation organized under the laws of Switzerland (**"Offshore Borrower"**); Offshore Borrower and each of the Domestic Borrowers are each individually referred to herein as a **"Borrower"** and collectively, as the **"Borrowers"**) and Sybron Dental Specialties, Inc., a Delaware corporation (**"Holdings"**) have entered into a Credit Agreement dated as of June 6, 2002 with the financial institutions that are, from time to time, party thereto as lenders (each individually referred to herein as a **"Lender"** and collectively as **"Lenders"**), LaSalle Bank National Association, as syndication agent (**"Syndication Agent"**), Bank of Tokyo-Mitsubishi, Ltd., Chicago Branch, Fleet National Bank and Credit Lyonnais New York Branch, as co-documentation agents (each a **"Co-Documentation Agent"** and collectively, the **"Co-Documentation Agents"**), and Credit Suisse First Boston (**"CSFB"**), as administrative agent for Lenders (in such capacity, **"Administrative Agent"**), sole lead arranger and book running manager (in such capacity, **"Secured Party"**) (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the **"Credit Agreement"**), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers;

WHEREAS Company and other Loan Parties may from time to time enter, or may from time to time have entered, into one or more Secured Hedge Agreements (as such term is defined in the Security Agreement) with one or more Hedge Agreement Counterparties (as such term is defined in the Security Agreement), and it is desired that the Hedge Agreement Obligations (as such term is defined in the Security Agreement) of Company and any other Loan Party under the Secured Hedge Agreements, together with all obligations of Company and the other Subsidiaries of Holdings under the Credit Agreement and the other Loan Documents, be guaranteed hereunder;

WHEREAS, each Grantor has executed and delivered that certain Subsidiary Guaranty dated as of June 6, 2002 (said Subsidiary Guaranty, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the **"Subsidiary Guaranty"**) or that certain Borrowers' Guaranty dated as of June 6, 2002 (said Borrowers' Guaranty, as it may be hereafter amended, supplemented or otherwise modified from time to time, being the **"Borrowers' Guaranty"**), as applicable, in favor of Secured Party for the benefit of Lenders and

any Hedge Agreement Counterparties , pursuant to which such Grantor has guaranteed the prompt payment and performance when due of all obligations of Borrowers under the Credit Agreement and the other Loan Documents and all obligations of the Loan Parties under the Secured Hedge Agreements, including without limitation the obligation of Company or any other Loan Party to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 6, 2002 (as amended, supplemented or otherwise modified from time to time, the **"Security Agreement"**), among Grantors, Secured Party and the other grantors named therein, each Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, each Grantor hereby grants to Secured Party a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which such Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the **"Trademark Registrations"**), all common law and other rights in and to the Trademarks in the United States and any state thereof and in foreign countries (the **"Trademark Rights"**), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the **"Associated Goodwill"**); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **"proceeds"** includes: (i) whatever is acquired upon the sale, lease, license, exchange, or other disposition of Trademark Collateral; (ii) whatever is collected on, or distributed on account of, Trademark Collateral; (iii) rights arising out of Trademark Collateral; (iv) to the extent of the value of the Trademark Collateral, claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to, the Trademark Collateral; (v) to the extent of the value of the Trademark Collateral, insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to, the Trademark Collateral (whether or not Secured Party is the loss payee thereof); and (vi) whatever is

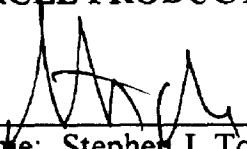
receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer or authorized representative thereunto duly authorized as of the ___ day of June, 2002.

**KERR CORPORATION
ORMCO CORPORATION
METREX RESEARCH CORPORATION
PINNACLE PRODUCTS, INC.**

By: 
Name: Stephen J. Tomassi
Title: Authorized Representative

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

[See attached.]

NY1:862556
Grant of Trademark
Security Interest

EXECUTION

RECORDED: 06/13/2002

TRADEMARK
REEL: 002523 FRAME: 0227