

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):

Kerr Corporation

6-13-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 6, 2002

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

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

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

6. Total number of applications and registrations involved:

65

7. Total fee (37 CFR 3.41): \$1,640.00

- 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 Name of Person Signing

Jan O'Hagan Signature

6/12/02 Date

Total number of pages including cover sheet, attachments, and document:

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

06/18/2002 TDI AZI 00000156 75302099

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TRADEMARK REEL: 002524 FRAME: 0209

KERR CORPORATION U.S.A. TRADEMARKS

Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Kerr Corporation	75/302099	2254200	REGISTERED	AUTOFIT	6/2/97	6/15/99	Dental equipment, namely, endodontic dental materials	10
Kerr Corporation	587172	1425412	REGISTERED	BONDLITE	3/10/86	1/20/87	For light activated adhesive for dental use in Class 5	5
Kerr Corporation	75/538,384	2540849	REGISTERED	CAPTAIN X-ACT	8/17/98	2/19/02	Dental impression materials	5
Kerr Corporation	73/694294	1493830	REGISTERED	CAVALITE	11/19/87	6/28/88	Light activated cavity lining materials for dental use.	5
Kerr Corporation	72/427611	971441	REGISTERED	CITRICON	6/19/72	10/23/73	Dental impression and bite registration materials	5
Kerr Corporation	586953	1418905	REGISTERED	COMMAND ULTRAFINE	3/10/86	12/2/86		5
Kerr Corporation	24999	654193	REGISTERED	ELASTICON	2/25/67	11/5/57	Impression material for dental uses	5
Kerr Corporation	189323	806794	REGISTERED	ELECTRO-TORQUE	3/23/64	4/5/66	Dental handpieces, electric motor for direct attachment thereto, and electric controller therefor.	10

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KERR CORPORATION U.S.A. TRADEMARKS

Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Kerr Corporation	74/023171	1621993	REGISTERED	EXTRUDE	1/29/90	11/13/90	Elastomeric dental impression materials for duplicating oral anatomy; and dental impression kit for duplicating oral anatomy comprised essentially of dental impression material, mixing tips, adhesive, extruder instrument, and syringe.	5
Kerr Corporation	74/266631	1958677	REGISTERED	EXTRUDE MPV	4/17/92	2/13/96	Dental Impression Material	5
Kerr Corporation	75/729218	2422329	REGISTERED	FLAKES	6/15/99	1/16/01	Injection wax for solid mold, investment and lost wax casting uses	5
Kerr Corporation	72/063942	684849	REGISTERED	FORMATRAY	12/9/58	9/8/59	Plastic ingredients for dental impressions trays in U.S. Class 44	5
Kerr Corporation	630418	1447094	REGISTERED	HERCULITE XR	11/14/66	7/14/87	Dental restorative material	5
Kerr Corporation	340012	1214761	REGISTERED	K-FLEX	12/4/81	11/2/92	Endodontic Instruments--namely, root canal files	10
Kerr Corporation	181592	177386	REGISTERED	KERR	6/6/1923	12/18/1923	Dental tools, instruments, and supplies--viz, pulp-canal instruments, mouth mirrors, cone-socket and plain-stem handles, spatulas, tracing sticks, base plates, impression trays, bridge trays, dental polishes, carving compounds, investment compounds, plast	10
Kerr Corporation	567904	1403731	REGISTERED	KERR	11/12/65	8/5/66	For: Dental preparations and substances, namely, dental amalgams, dental filling materials; dental stoppings and cements; impression material, in Class 5.	5
Kerr Corporation	22438	671899	REGISTERED	KERR	1/11/57	12/30/58	Dental tools, dental instruments and accessories for use therewith	10

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Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Kerr Corporation	138158	143846	REGISTERED	KERR	10/11/1920	6/14/1921	For: Dental specialties, viz., pulp-canal instruments, broach-holders, lifters or holders for impression compounds, mouth-mirrors, handles for dental instruments, impression compounds, impression-trays, dental waxes, investment compounds, plaster of part	5, 10
Kerr Corporation	210715	204261	REGISTERED	KERR	3/9/1925	10/13/1925	Dental medicines and preparations--viz. antiseptics, germicides, medicament for root dressings, gutta-percha solvents, beechwood creosote iodine, beechwood creosote, balsam of peru, creosote eugenol, oil of cajuput, eucalyptol compound, camphorated phenol	6
Kerr Corporation	74/256815	1805081	REGISTERED	KOLOR + PLUS & Design	4/17/92	11/15/93	Coloring agents for dental restoratives.	5
Kerr Corporation	73/241798	1162423	REGISTERED	LIFE	12/6/79	7/28/81	Dental pulp capping and cavity lining material in Class 5	5
Kerr Corporation	186856	783739	REGISTERED	LUSTER CAST	2/17/64	1/19/65	Investment compound for dental use	10
Kerr Corporation	74/664,240	1965511	REGISTERED	HANDPIECE	4/21/95	4/2/96	Dental instruments, namely endodontic handpieces	10
Kerr Corporation	486492	420120	REGISTERED	MICROFILM	7/30/45	3/26/46	Chemical lubricant for the surface of a mold used in precision casting	1

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Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Kerr Corporation	74726878	2114553	REGISTERED	NEXUS	9/11/95	11/18/97	Dental products, namely, cement	5
Kerr Corporation	75/201,029	2119642	REGISTERED	OPTIBOND	11/20/96	12/9/97	Dental Adhesive	5
Kerr Corporation	74/666,789	1962023	REGISTERED	OPTIBOND FL	4/28/95	3/12/96	Dental bonding agent	5
Kerr Corporation	74/666, 830	1963369	REGISTERED	OPTIGUARD	4/27/95	3/19/96	Dental composite sealant	5
Kerr Corporation	75/729216	2420754	REGISTERED	PEARLS	6/15/99	1/16/01	Injection wax for solid mold, investment and lost wax casting uses	5
Kerr Corporation	661279	597178	REGISTERED	PERMLASTIC	2/18/54	10/19/54	Impression material for dental uses in Class 5	5
Kerr Corporation	491482	432817	REGISTERED	PLATINITE	11/13/45	9/16/47	For investment compounds of a ceramic nature used in the making of molds for precision castings and sold to the trade in powdered form in Class 44	1
Kerr Corporation	74/578375	2012457	REGISTERED	PRODIGY	9/26/94	10/29/96	Dental restoration compounds	5
Kerr Corporation	641742	1461624	REGISTERED	SEALITE	1/28/87	10/20/87	Light-activated dental pit and fissure sealant	5

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KERR CORPORATION U.S.A. TRADEMARKS

Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Kerr Corporation	111386	1070881	REGISTERED	SYBRALLOY	1/3/77	8/9/77	Dental alloy	5
Kerr Corporation	75/525778	2352882	REGISTERED	TAKE 1	7/27/98	5/23/00	Dental impression material	5
Kerr Corporation	148628	747925	REGISTERED	TEMP-BOND	7/9/62	4/9/63	Dental Cement	5
Kerr Corporation	75/302025	2167547	REGISTERED	TRIPLE-FLEX	6/2/97	6/23/98	Dental equipment, namely, endodontic files	10
Kerr Corporation	73/466078	1360055	REGISTERED	TYTIN	2/16/84	9/17/85	Dental amalgam alloy	5
Kerr Corporation	75/060454	2040293	REGISTERED	TYTIN FC	2/21/96	2/25/97	Dental products - namely, amalgams	10
Kerr Corporation	73/799,256	1628611	REGISTERED	UNIDOSE	5/11/89	12/11/90	Dental amalgams, dental composites, dental cements; tips and ampoules prefilled with dental amalgam, composite or cement for use with syringes or dispensing guns; dental kits including such prefilled tips and ampoules	5
Kerr Corporation	72/422072	986979	REGISTERED	WHITECAP	4/21/72	6/25/74	For: Capsules containing dental materials	10
Kerr Corporation	74/680,746	2396648	REGISTERED	ACUITY	5/26/95	10/24/00		10

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KERR CORPORATION U.S.A. TRADEMARKS

Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Kerr Corporation	761906	1547420	REGISTERED	BODYGUARD	11/4/88	7/11/89	For: Ergonomic chairs with adjustable arms for use as chairs for dental and medical personnel.	20
Kerr Corporation	74681968	2029679	REGISTERED	DIMENSION-3	6/22/95	1/14/97	Class 9: Optical devices namely binoculars and telescopes for medical use. Class 10: Surgical and dental instruments, namely, magnifying binoculars and telescopes.	9, 10
Kerr Corporation	74688771	1973777	REGISTERED	LOGO	6/15/95	5/14/96	Class 9: Optical devices, namely binoculars, telescopes, including headband mounted telescopes, ans eyeglasses, protective shields for eyeglasses for eyeglasses, face shields and removable binocular and telescope grips. First Use 11-26-1991; In Commerce	91020
Kerr Corporation	74688759	1973776	REGISTERED	ORASCOPTIC	6/15/95	5/14/96	Class 9: Optical devices, namely binoculars, telescopes, including headband mounted telescopes, ans eyeglasses, protective shields for eyeglasses for eyeglasses, face shields and removable binocular and telescope grips. First Use 11-26-1991; In Commerce	9, 10 & 20
Kerr Corporation	761920	1544274	REGISTERED	ORASCOPTIC TELESCOPES	11/4/88	6/20/89	For: Spectacle frames with telescopic lenses.	9
Kerr Corporation	74703922	2046589	REGISTERED	ZEON	7/21/95	3/18/97	For: Medical and dental lighting devices for illuminating work areas on patents, in Class 10. First Use: 08/04/1995; In Commerce 09/07/1995. For: Lighting Devices Mounted on the head or body and used for high-intensity illumination of work	10, 11
Kerr Corporation	532486	1364335	REGISTERED	DEMETRON	4/15/85	10/8/85	Dental light curing lamps.	10
Kerr Corporation	458986	1359064	REGISTERED	DIGILOG	12/29/83	9/10/85	Dental and medical instruments--namely, an electronic pulp tester.	10

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KERR CORPORATION U.S.A. TRADEMARKS

Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Kerr Corporation	74-153285	1719799	REGISTERED	OPTILITE	4/2/91	9/29/92	Visible light-activated dental tooth bleaching kit consisting primarily of hydrogen peroxide in a gel with silica thickening agents and a catalyst and activator.	5
Kerr Corporation	612843	1463252	REGISTERED	IMPRESS	8/4/86	11/3/87	Silicone Impression Material for Dental Use	5
Kerr Corporation	612845	1464210	REGISTERED	REPEAT	8/4/86	11/3/87	Silicone impression material for dental use	5
Kerr Corporation	74-539562	1995978	REGISTERED	REVOLUTION	6/20/94	8/20/96	Dental composite filling material. Class 5	5
Kerr Corporation	74/210458	1746977	REGISTERED	SAFE-TIP	10/7/91	1/19/93	For: Disposable tips for dental air-water syringes	10
Kerr Corporation	75/577717	2409882	REGISTERED	SEAL-TIGHT	11/9/98	12/5/00	Dental syringe components, namely, syringe tips for dental syringes	10
Kerr Corporation	7/014606	2013658	REGISTERED	SEAL-TIPS	11/2/95	11/5/96	Disposable tips for dental air-water syringes	10
Kerr Corporation	7/014607	2041443	REGISTERED	SPREE	11/2/95	2/25/97	Disposable Tips for Dental Air-Water Syringes	10
Kerr Corporation	75/771622		APPLICATION	ACCU	8/9/99		Injection wax for solid mold, investment and lost wax casting uses	5

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KERR CORPORATION U.S.A. TRADEMARKS

Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Kerr Corporation	75/587,382		APPLICATION	AUTO-LOCK	11/12/98		Dental syringe components, namely, adapters for connecting syringe tips to dental syringe bodies, replacement parts therefor, and adapters for connecting syringe tips to dental syringe bodies and printed instructions therefor sold as a unit	10
Kerr Corporation	76/132,129		APPLICATION	SURGICAL ACUITY	9/15/00		Class 9: Optical devices, namely binoculars, telescopes, including headband mounted telescopes, ans eyeglasses, protective shields for eyeglasses for eyeglasses, face shields and removable binocular and telescope grips.	9, 10, 20
Kerr Corporation	76/124854		APPLICATION	SATIN CAST	9/11/00		This is a "Plaster of Paris" type material used to create "solid molds" for use in duplicating patterns in the Lost Wax Casting industries including precious and non-precious molten metal.	6
Kerr Corporation	75/908136		APPLICATION	K-3	2/3/00		Endodontic instruments - namely, root canal files	10
Kerr Corporation	76/117896		APPLICATION	EndoFiles.com	8/28/00		Endodontic instruments, namely root canal files	10
belle de st. claire, inc., now known as Kerr Corporation	72/410022	962899	REGISTERED	BELLE DE ST. CLAIRE	12/13/71	7/3/73	Dental Tools	10

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

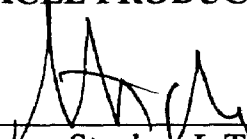
receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

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.

[The remainder of this page is intentionally left blank.]

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: 002524 FRAME: 0222