

06-19-2002



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Form PTO-159 (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): Hawe Neos Dental SA 6-13-02
Individual(s) Association General Partnership Limited Partnership Corporation-State Other Corporation organized under the laws of Switzerland
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

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: 12
7. Total fee (37 CFR 3.41): \$ 315.00
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
Signature Date 6/12/02

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

06/18/2002 6TON11 00000193 2305621

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

01 FC:481 40.00
02 FC:482 275.00

TRADEMARK REEL: 002528 FRAME: 0207

HAWE NEOS DENTAL SA U.S.A. TRADEMARKS

Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Hawe Neos Dental SA		2305621	REGISTERED	HAWE (PAROLA)		1/4/00		3 and 10
Hawe Neos Dental SA	74-700,517	2028341	REGISTERED	HAWE SUPERCAP	7/13/95	1/7/97	Class 5: Dental impression material. Class 10: Dental instrument for replacing dental impression materials.	5, 10
Hawe Neos Dental SA		2080634	REGISTERED	HAWE SUPERLOCK		7/22/97	Classes 5, 10	5 and 10
Hawe Neos Dental SA	74/700519	2028342	REGISTERED	HAWE SUPERMAT	7/13/95	1/7/97	Class 005: Dental Impression Materials. Class 010: Dental instrument for replacing dental impression materials.	5 and 10
Hawe Neos Dental SA		1700386	REGISTERED	HAWE-SUPER-BITE		7/14/92	Class 10	10
Hawe Neos Dental SA		1464464	REGISTERED	IDENTOBRUSH				
Hawe Neos Dental SA	75/047,025	2117337	REGISTERED	IDENTOFLEX		12/2/97	Dental instruments, namely, rotary burs for finishing and polishing of teeth and dental material; Class 10.	10
Hawe Neos Dental SA		2120848	REGISTERED	IDENTOFLEX		12/16/97		10
Hawe Neos Dental SA		1231769	REGISTERED	NEOS		3/22/83		10
Hawe Neos Dental SA		1727321	REGISTERED	PERIOPLANER		10/27/92		10
Hawe Neos Dental SA		1730862	REGISTERED	PERIOPOLISHER		11/10/92		10
Hawe Neos Dental SA		1498509	REGISTERED	PERIOSTAR		8/2/88	Dental instruments. Class 10	10

6/12/02

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, HAWE NEOS DENTAL SA, a corporation organized under the laws of Switzerland ("**Grantor**"), 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, Grantor, Sybron Dental Management, Inc., a Delaware corporation ("**Company**"), Kerr Corporation, a Delaware corporation, Ormco Corporation, a Delaware corporation, and Pinnacle Products, Inc., a Wisconsin corporation, Hawe Neos Holdings SA, a corporation organized under the laws of Switzerland (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 party thereto as lenders (each individually referred to herein as a "**Lender**" and collectively as "**Lenders**"), LaSalle Bank National Association, as Syndication Agent, Bank of Tokyo-Mitsubishi, Ltd., Chicago Branch, Fleet National Bank and Credit Lyonnais New York Branch, as Co-Documentation Agents, and Credit Suisse First Boston, as Administrative Agent, sole lead arranger and book running manager (said Credit Agreement, 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 (as such term is defined in the Credit Agreement) 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, Grantor has executed and delivered that certain Offshore Subsidiary Guaranty dated as of June 6, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Guaranty**") in favor of Credit Suisse First Boston, as Guaranteed Party, pursuant to which Grantor and the other Offshore Grantors party thereto have 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 an Offshore Security Agreement dated as of June 6, 2002 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, the other Offshore Grantors named therein, and Credit Suisse First Boston, as Secured Party, 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, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

A. 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 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), as the same may be amended pursuant hereto from time to time) (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


B. all proceeds 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) with respect to any of the foregoing Trademark Collateral.

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 6th day of June, 2002.

HAWE NEOS DENTAL SA

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

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Grant of Trademark
Security Interest

NY1:862803

TRADEMARK
REEL: 002528 FRAME: 0211

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

[See attached.]