

MRD  
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01-12-2001



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
12-11-2000

Name KERR CORPORATION

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name ABN AMRO BANK N.V.

DBA/AKA/TA

Composed of

Address (line 1) 135 S. LASALLE STREET

Address (line 2)

Address (line 3) CHICAGO

ILLINOIS

60674

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other ADMINISTRATIVE AGENT

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

01/12/2001 MTHA11 00000002 75771622

01 FC:481  
02 FC:482

40.00 OP  
1650.00 OP

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Refund Ref: 01/12/2001  
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Mail documents to be recorded with required cover sheets information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

SEE SCHEDULE A ATTACHED HERETO

SEE SCHEDULE A ATTACHED HERETO

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

DEBRA KOZLOWSKI  
Name of Person Signing

*Debra Kozowski*  
Signature

DECEMBER 22, 2000  
Date Signed

**SCHEDULE A**  
to  
**Trademark Security Agreement**  
Dated as of December 11, 2000

**See attached**

KERR CORPORATION  
TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

Attached Hereto

# KERR CORPORATION Trademark Properties - Active - U.S.

Company Name	Country	Mark	Serial No.	Filing Date	Reg. No.	CPA Acct	Status Type	File No.	Box No.
					Reg. Date	Division	Next Renewal	Original Certificate	
(SDS) (Kerr Corporation)	United States	ACCU	75/771622	08/09/1999			APPLICATION	10718	
(SDS) (Kerr Corporation)	United States	CAPTAIN X-ACT	75/538384	08/17/1998			APPLICATION	8742	
(SDS) (Kerr Corporation)	United States	CONSTRUCT	75/942652	03/13/2000			APPLICATION	11411	
(SDS) (Kerr Corporation)	United States	EndoFiles.com	76/117896	08/28/2000			APPLICATION	11979	
(SDS) (Kerr Corporation)	United States	FLAKES	75/729218	06/15/1999			APPLICATION	10193	
(SDS) (Kerr Corporation)	United States	K-3	75/908136	02/03/2000			APPLICATION	11119	
(SDS) (Kerr Corporation)	United States	PEARLS	75/729216	06/15/1999			APPLICATION	7360	
(SDS) (Kerr Corporation)	United States	SATIN CAST	76/124654	09/11/2000			APPLICATION	11972	
(SDS) (Kerr Corporation)	United States	SATIN CAST DIAMANTE	76/117894	08/28/2000			APPLICATION	11974	
(SDS) (Kerr Corporation)	United States	AUTOFIT	75/302099	06/02/1997	2254200	7089899	REGISTERED	6510	41438
(SDS) (Kerr Corporation)	United States	BONDLITE	587172	03/10/1986	06/15/1999	03	06/15/2009	1776	41274
					01/20/1987	03	01/20/2007		

Company Name	Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	CPA Acct Division	Status Type Next Renewal	File No. Original Certificate	Box No.
(SDS) (Kerr Corporation)	United States	CAVALITE	73/694294 11/19/1987	1493830 06/28/1988	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 06/28/2008	3866	41078
(SDS) (Kerr Corporation)	United States	COMMAND ULTRAFINE	586953 03/10/1986	1418905 12/02/1986	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 12/02/2006	2027	40842
(SDS) (Kerr Corporation)	United States	EXTRUDE	74/023171 01/29/1990	1621993 11/13/1990	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 11/13/2000	494	40965
(SDS) (Kerr Corporation)	United States	EXTRUDE MPV	74/266631 04/17/1992	1956677 02/13/1996	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 02/13/2006	5446	40965
(SDS) (Kerr Corporation)	United States	HERCULITE XR	630418 11/14/1986	1447094 07/14/1987	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 07/14/2007	4220	41274
(SDS) (Kerr Corporation)	United States	K-FLEX	340012 12/04/1981	1214761 11/02/1982	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 11/02/2002	4198	41514
(SDS) (Kerr Corporation)	United States	KERR	92 250060A 09/24/1985	124121 12/07/1988	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 12/07/2003	4364	40984
(SDS) (Kerr Corporation)	United States	KERR	567904 11/12/1985	1403731 08/05/1986	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 08/05/2006	4208	41275
(SDS) (Kerr Corporation)	United States	KOLOR + PLUS & Design	74/266815 04/17/1992	1805081 11/16/1993	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 11/16/2003	3240	41300
(SDS) (Kerr Corporation)	United States	KWIK-WAX	72/393509 05/28/1971	939944 08/01/1972	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 08/01/2002	4197	40843
(SDS) (Kerr Corporation)	United States	LIFE	241798 12/06/1979	1162423 07/28/1981	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 07/28/2001	4218	40984

Company Name	Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	CPA Acct Division	Status Type Next Renewal	File No. Original Certificate	Box No.
(SDS) (Kerr Corporation)	United States	LUSTER CAST	186856 02/17/1964	783739 01/19/1965	7089899 03	REGISTERED 01/19/2005	4196	40843
(SDS) (Kerr Corporation)	United States	M4 SAFETY HANDPIECE	74/664240 04/21/1995	1965511 04/02/1996	7089899 03	REGISTERED 04/02/2006	3162	40976
(SDS) (Kerr Corporation)	United States	NEXUS	74/726878 09/11/1995	2114553 11/18/1997	7089899 3	REGISTERED 11/18/2007	3908	41369
(SDS) (Kerr Corporation)	United States	OPTIBOND	75/201029 11/20/1996	2119642 12/09/1997	7089899 3	REGISTERED 12/09/2007	5849	41120
(SDS) (Kerr Corporation)	United States	OPTIBOND FL	74/666789 04/28/1995	1962023 03/12/1996	7089899 03	REGISTERED 03/12/2006	4748	40878
(SDS) (Kerr Corporation)	United States	OPTIGUARD	74/666830 04/27/1995	1963369 03/19/1996	7089899 03	REGISTERED 03/19/2006	3012	41300
(SDS) (Kerr Corporation)	United States	PRODIGY	74/578375 09/26/1994	2012457 10/29/1996	7089899 03	REGISTERED 10/29/2006	2821	40976
(SDS) (Kerr Corporation)	United States	SEALITE	641742 01/28/1987	1461624 10/20/1987	7089899 03	REGISTERED 10/20/2007	4221	41274
(SDS) (Kerr Corporation)	United States	TAKE 1	75/525778 07/27/1998	2352682 05/23/2000	7089899 03	REGISTERED 05/23/2010	8372	41274
(SDS) (Kerr Corporation)	United States	TRIPLE-FLEX	75/302025 06/02/1997	2167547 06/23/1998	7089899 03	REGISTERED 06/23/2008	6395	41261
(SDS) (Kerr Corporation)	United States	TYTIN	73/466078 02/16/1984	1360055 09/17/1985	7089899 03	REGISTERED 09/17/2005	4203	41514

TRADEMARK  
REEL: 002213 FRAME: 0462

Company Name	Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	CPA Acct Division	Status Type Next Renewal	File No. Original Certificate	Box No.
(SDS) (Kerr Corporation)	United States	TYTIN FC	75/060454 02/21/1996	2040293 02/25/1997	7089899 3 <input checked="" type="checkbox"/>	REGISTERED 02/25/2007	3582	40979
(SDS) (Kerr Corporation)	United States	UNIDOSE	73/799256 05/11/1989	1626611 12/11/1990	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 12/11/2000	4204	41514
(SDS) (Kerr Corporation)	United States	WHITECAP	72/422072 04/21/1972	986979 06/25/1974	7091457 03 <input checked="" type="checkbox"/>	REGISTERED 06/25/2004	3173	40842
(SDS) (Kerr Corporation)	United States	CITRICON	72/427611 06/19/1972	971441 10/23/1973	7089899 03 <input checked="" type="checkbox"/>	RENEWED 10/23/2003	2026	41274
(SDS) (Kerr Corporation)	United States	ELASTICON	024999 02/25/1957	654193 11/05/1957	7089899 03 <input checked="" type="checkbox"/>	RENEWED 11/05/2007	4213	40983
(SDS) (Kerr Corporation)	United States	ELECTRO-TORQUE	189323 03/23/1964	806794 04/05/1966	7089899 03 <input checked="" type="checkbox"/>	RENEWED 04/05/2006	4202	40843
(SDS) (Kerr Corporation)	United States	FORMATRAY	72/063942 12/09/1958	684849 09/08/1959	7089899 03 <input checked="" type="checkbox"/>	RENEWED 09/08/2009	4212	41275
(SDS) (Kerr Corporation)	United States	KERR	138158 10/11/1920	143846 06/14/1921	7089899 03 <input checked="" type="checkbox"/>	RENEWED 06/14/2001	4210	41275
(SDS) (Kerr Corporation)	United States	KERR	210715 03/09/1925	204261 10/13/1925	7089899 03 <input checked="" type="checkbox"/>	RENEWED 10/13/2005	4211	41275
(SDS) (Kerr Corporation)	United States	KERR	181592 06/06/1923	177386 12/18/1923	7089899 03 <input checked="" type="checkbox"/>	RENEWED 12/18/2003	4217	41274
(SDS) (Kerr Corporation)	United States	KERR	022438 01/11/1957	671899 12/30/1958	7089899 03 <input checked="" type="checkbox"/>	RENEWED 12/30/2008	4209	41275
(SDS) (Kerr Corporation)	United States	MICROFILM	486492 07/30/1945	420120 03/26/1946	7089899 03 <input checked="" type="checkbox"/>	RENEWED 03/26/2006	4194	41514

TRADEMARK  
REEL: 002213 FRAME: 0463



Company Name	Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	CPA Acct Division	Status Type Next Renewal	File No. Original Certificate
(SDS) (Kerr Corporation)	United States	PERMLASTIC	661279 02/18/1954	597178 10/19/1954	7089899 03 <input checked="" type="checkbox"/>	RENEWED 10/19/2004	3190 41514
(SDS) (Kerr Corporation)	United States	PLATINITE	491482 11/13/1945	432817 09/16/1947	7089899 03 <input checked="" type="checkbox"/>	RENEWED 09/16/2007	4193 41274
(SDS) (Kerr Corporation)	United States	SYBRALLOY	111386 01/03/1977	1070881 08/09/1977	7091457 03 <input checked="" type="checkbox"/>	RENEWED 08/09/2007	4216 40984
(SDS) (Kerr Corporation)	United States	TEMP-BOND	148628 07/09/1962	747925 04/09/1963	7089899 03 <input checked="" type="checkbox"/>	RENEWED 04/09/2003	4191 41274

# DEMETRON Trademark Properties - Active - U.S.

Company Name	Country	Mark	Serial No.	Filing Date	Reg. No.	CPA Acct	Status Type	File No.	Box No.
						Division	Next Renewal	Original Certificate	
(SDS) (Kerr) (Demetron)	United States	WE BRING TECHNOLOGY TO LIGHT	717377	03/18/1988	1517616	n/a	LICENSED	5566	41082
					12/20/1988	n/a	12/20/2008		No
(SDS) (Kerr) (Demetron)	United States	DEMETRON	532486	04/15/1985	1364335	7089899	REGISTERED	5567	40959
					10/08/1985	14	10/08/2005		No
(SDS) (Kerr) (Demetron)	United States	DIGILOG	458986	12/29/1983	1359064	7089899	REGISTERED	5569	40959
					09/10/1985	14	09/10/2005		No
(SDS) (Kerr) (Demetron)	United States	OPTILITE	74-153285	04/02/1991	1719799	7089899	REGISTERED	5565	40878
					09/29/1992	14	09/29/2002		n/a

# ED DENTAL PRODUCTS Trademark Properties - Active - U.S.

Company Name	Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	CPA Acct Division	Status Type Next Renewal	File No. Original Certificate	Box No.
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	FLEXIBRUSH TIPS	74/514676 04/20/1994	1904303 07/11/1995	7089899 03	REGISTERED 07/11/2005	5861	40988
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	FLUOROBURSH	74/395584 05/27/1993	1889301 04/11/1995	7089899 03	REGISTERED 04/11/2005	5862	40988
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	IMPRESS	612843 08/04/1986	1463252 11/03/1987	7089899 03	REGISTERED 11/03/2007	5865	40989
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	INTERTEMP	74/478697 01/12/1994	1930279 10/24/1995	7089899 03	REGISTERED 10/24/2005	5866	40989
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	PET BRITE	74/554377 07/28/1994	1970541 04/23/1996	7089899 03	REGISTERED 04/23/2006	5868	40989
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	REPEAT	612845 08/04/1986	1464210 11/10/1987	7089899 03	REGISTERED 11/10/2007	5869	40989
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	REVOLUTION	74/539562 06/20/1994	1995978 08/20/1996	7089899 03	REGISTERED 08/20/2006	5802	41611

# PRECISION ROTARY INSTRUMENTS Trademark Properties - Active - U.S.

**Company Name**      **Country**      **Mark**      **Serial No.**      **Filing Date**      **Reg. No.**      **Reg. Date**      **CPA Acct**      **Division**      **Status Type**      **Next Renewal**      **File No.**      **Original Certificate**      **Box No.**

(SDS) (Kerr) (Precision Rotary Instruments)      United States      BLUWHITE      74-067171      06/08/1990      1688902      05/26/1992      7089899      03      REGISTERED      05/26/2002      6520      No      40989

TRADEMARK  
 REEL: 002213 FRAME: 0467

# SAFE-WAVE Trademark Properties - Active - U.S.

Company Name      Country      Mark      Serial No.      Filing Date      Reg. No.      Reg. Date      CPA Acct      Division      Status Type      Next Renewal      File No.      Box No.

Original Certificate

Company Name	Country	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	CPA Acct	Division	Status Type	Next Renewal	File No.	Box No.
(SDS) (Kerr) (Safe-Wave)	United States	AUTO-LOCK	75/587382	11/12/1998			n/a		APPLICATION		11584	
(SDS) (Kerr) (Safe-Wave)	United States	DESERT DRY AIR	75/460841	04/02/1998					APPLICATION		11585	
(SDS) (Kerr) (Safe-Wave)	United States	SEAL-TIGHT	75/577717	11/09/1998					APPLICATION		11586	
(SDS) (Kerr) (Safe-Wave)	United States	SAFE-TIP	74/210458	10/07/1991	1746977	01/19/1993	7089899	03	REGISTERED	01/19/2003	11612	
(SDS) (Kerr) (Safe-Wave)	United States	SEAL-TIPS	7/014606	11/02/1995	2013658	11/05/1996	7089899	03	REGISTERED	11/05/2006	11583	
(SDS) (Kerr) (Safe-Wave)	United States	SPREE	7/014607	11/02/1995	2041443	02/25/1997	7089899	03	REGISTERED	02/25/2007	11587	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of December 11, 2000, by and between KERR CORPORATION, a Delaware corporation ("Grantor"), and ABN AMRO BANK N.V., as contractual representative (the "Administrative Agent") for its benefit and the benefit of the "Holders of Secured Obligations" (as such term is defined in the "Credit Agreement" defined below).

## WITNESSETH:

WHEREAS, Sybron Dental Management, Inc., the Subsidiary Swing Line Borrowers from time to time party thereto, Kerr Corporation and Ormco Corporation, as the "Borrowers", Sybron Dental Specialties, Inc., as the "Parent", the institutions from time to time party thereto as "Lenders", the Administrative Agent, The Chase Manhattan Bank, as "Syndication Agent and First Union National Bank, as "Documentation Agent" are parties to that certain Credit Agreement dated as of November 28, 2000 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which the Lenders may, from time to time, extend credit to Borrowers; and

WHEREAS, Grantor and the Administrative Agent are parties to that certain Security Agreement dated as of December 11, 2000 (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which Grantor has granted a security interest in certain of its assets to the Administrative Agent for the benefit of the Administrative Agent and the Holders of Secured Obligations; and

WHEREAS, the Lenders have required Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Secured Obligations" (as defined in the Credit Agreement) and (ii) as a condition precedent to any extension of credit to the Borrowers under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

SECTION 1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words “hereof,” “herein” and “hereunder” and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

SECTION 2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

SECTION 3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

SECTION 4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, Grantor hereby grants to the Administrative Agent, for the benefit of the Holders of Secured Obligations, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests (other than Permitted Existing Liens), with power of sale to the extent permitted by applicable law, all of Grantor’s now owned or existing and hereafter acquired or arising:

(a) domestic trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor’s business symbolized by the foregoing and connected therewith, and (v) all of Grantor’s rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this Section 4(a), are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the “Licenses”).

**SECTION 5. Restrictions on Future Agreements.** Grantor will not, after the date hereof, without the Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its reasonable commercial efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the rights associated with the Trademarks or Licenses.

**SECTION 6. New Trademarks and Licenses.** Grantor represents and warrants that, from and after the Closing Date, (a) the Trademarks listed on Schedule A include all of the domestic trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to any Person other than the Administrative Agent or to holders of Permitted Existing Liens. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new domestic trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any domestic trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of Section 4 above shall automatically apply thereto. Grantor shall give to the Administrative Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Grantor hereby authorizes the Administrative Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future domestic trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under Section 4 above or under this Section 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

**SECTION 7. Royalties.** Grantor hereby agrees that the use by the Administrative Agent of the Trademarks and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under Section 15 or pursuant to Section 17 of the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent or the other Holders of Secured Obligations to Grantor.



**SECTION 8. Right to Inspect; Further Assignments and Security Interests.** The Administrative Agent may at all reasonable times (and at any time when an Unmatured Default or Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Administrative Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and during the continuance of a Default, Grantor agrees that the Administrative Agent, or a conservator appointed by the Administrative Agent, shall have the right to establish such reasonable additional product quality controls as the Administrative Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of the Administrative Agent (which consent, prior to the occurrence and continuance of a Default, shall not be unreasonably withheld), (ii) to maintain the quality of such products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the Administrative Agent's prior and express written consent.

**SECTION 9. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Secured Obligations have been paid in full in cash and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Administrative Agent shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Administrative Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Administrative Agent pursuant to this Agreement or the Security Agreement.

**SECTION 10. Duties of Grantor.** Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business and consistent with the exercise of its reasonable business judgment, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. Grantor further agrees (i) not to abandon any Trademark or License unless the Grantor reasonably determines that it is in its best interests to do so and such abandonment will not materially impair Grantor's ability to maintain its business in the ordinary course, and (ii) to use its reasonable commercial efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Neither the Administrative Agent nor any of the Holders of Secured Obligations shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Administrative Agent nor any of the Holders of Secured Obligations shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the

Administrative Agent may do so at its option from and after the occurrence of a Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Secured Obligations secured hereby.

**SECTION 11. The Administrative Agent's Right to Sue.** From and after the occurrence of a Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Administrative Agent shall commence any such suit, Grantor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Administrative Agent).

**SECTION 12. Waivers.** The Administrative Agent's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to Grantor specifying such suspension or waiver.

**SECTION 13. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

**SECTION 14. Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 6 hereof or by a writing signed by the parties hereto.

**SECTION 15. Cumulative Remedies; Power of Attorney.** Grantor hereby irrevocably designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes the Administrative Agent and any of the Administrative Agent's designees, in Grantor's or the Administrative Agent's name, to take any action and execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and during the continuance of a Default and the giving by the Administrative Agent of notice to Grantor of the Administrative

Agent's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Administrative Agent deems in its own or the Holders of Secured Obligations' best interest. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full in cash and the Credit Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent or the other Holders of Secured Obligations under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of a Default and the election by the Administrative Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of a Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition.

SECTION 16. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of each of the Holders of Secured Obligations and its nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

SECTION 17. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION 735 ILCS SECTION 105/5-1 ET SEQ., BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS. ANY DISPUTE BETWEEN THE PLEDGOR AND THE ADMINISTRATIVE AGENT OR ANY LENDER, OR ANY OTHER HOLDER OF SECURED OBLIGATIONS ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH, THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION, 735 ILCS SECTION 105/5-1 ET SEQ., BUT OTHERWISE WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

SECTION 18. CONSENT TO JURISDICTION; SERVICE OF PROCESS; JURY TRIAL.

(a) EXCLUSIVE JURISDICTION. EXCEPT AS PROVIDED IN SUBSECTION (b), EACH OF THE PARTIES HERETO AGREES THAT ALL DISPUTES AMONG THEM ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED EXCLUSIVELY BY STATE OR FEDERAL COURTS LOCATED IN CHICAGO, ILLINOIS, BUT THE PARTIES HERETO ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF CHICAGO, ILLINOIS. EACH OF THE PARTIES HERETO WAIVES IN ALL DISPUTES BROUGHT PURSUANT TO THIS SUBSECTION (a) ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE.

(b) OTHER JURISDICTIONS. THE GRANTOR AGREES THAT THE ADMINISTRATIVE AGENT, ANY LENDER OR ANY OTHER HOLDER OF SECURED OBLIGATIONS SHALL HAVE THE RIGHT TO PROCEED AGAINST THE GRANTOR OR ITS RESPECTIVE PROPERTY IN A COURT IN ANY LOCATION TO ENABLE SUCH PERSON TO (1) OBTAIN PERSONAL JURISDICTION OVER SUCH GRANTOR OR (2) REALIZE ON THE COLLATERAL GRANTED IN CONNECTION HERewith, OR (3) IN ORDER TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PERSON. THE GRANTOR AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS IN ANY PROCEEDING BROUGHT BY SUCH PERSON IN A LOCATION OUTSIDE OF ILLINOIS TO REALIZE ON ANY SECURITY FOR THE OBLIGATIONS OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SUCH PERSON; PROVIDED THAT THE GRANTOR'S RIGHT TO ASSERT PERMISSIVE COUNTERCLAIMS IN STATE OR FEDERAL COURTS LOCATED IN CHICAGO, ILLINOIS SHALL BE PRESERVED. THE GRANTOR WAIVES ANY

OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH SUCH PERSON HAS COMMENCED A PROCEEDING DESCRIBED IN THIS SUBSECTION (b).

(c) VENUE. EACH OF THE LENDERS AND THE GRANTOR IRREVOCABLY WAIVES ANY OBJECTION (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION OF THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS) WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH IN ANY JURISDICTION SET FORTH ABOVE.

(d) THE GRANTOR WAIVES PERSONAL SERVICE OF ANY PROCESS UPON IT AND IRREVOCABLY APPOINTS CT CORPORATION, WITH OFFICES AT 208 SOUTH LASALLE STREET, CHICAGO, ILLINOIS 60604, AS THE GRANTOR'S AGENT FOR THE PURPOSE OF ACCEPTING SERVICE OF PROCESS ISSUED BY ANY COURT. NOTHING HEREIN SHALL IN ANY WAY BE DEEMED TO LIMIT THE ABILITY OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO SERVE ANY SUCH WRITS, PROCESS OR SUMMONSES IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH. EACH OF THE PARTIES HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(f) WAIVER OF BOND. THE GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF ANY PARTY HERETO IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO REALIZE ON THE COLLATERAL, ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PARTY, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT.

(g) ADVICE OF COUNSEL. EACH OF THE PARTIES REPRESENTS TO EACH OTHER PARTY HERETO THAT IT HAS DISCUSSED THIS AGREEMENT AND, SPECIFICALLY, THE PROVISIONS OF THIS SECTION 18, WITH ITS COUNSEL.

SECTION 19. Notices. All notices or other communications hereunder shall be given in the manner and to the address of the Parent Borrowers, in the case of the Grantor, and to the address of the Administrative Agent, in each case, as set forth in the Credit Agreement.

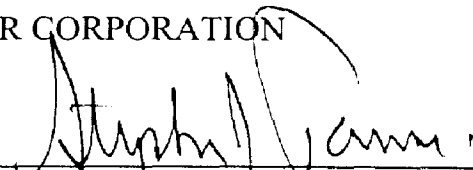
SECTION 20. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

SECTION 21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.


SECTION 22. Merger. This Agreement represents the final agreement of the Grantor and the Administrative Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantor and the Administrative Agent or any Holder of Secured Obligations

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KERR CORPORATION


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

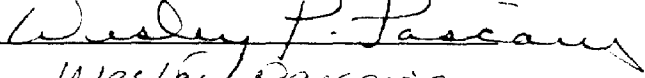
ATTEST:

By:   
Title: Attorney-in-Fact

Accepted and agreed to as of the day and year first above written.

ABN AMRO BANK N.V.,  
as Administrative Agent

By:   
Name: Thomas Kramer  
Title: Senior Vice President

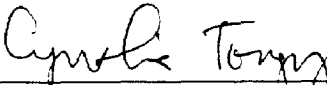
By:   
Name: Wesley Pascaris  
Title: Senior Vice President

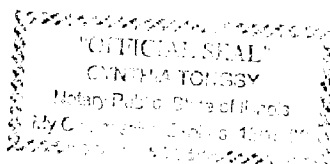
SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 002213 FRAME: 0478

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK        )

The foregoing Trademark Security Agreement was acknowledged before me this 7<sup>th</sup> day of December, 2000, by Stephen J. Tomassi, an Authorized Representative of Kerr Corporation, a Delaware corporation, on behalf of such corporation.

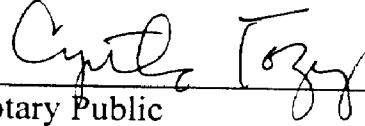
  
\_\_\_\_\_  
Notary Public  
Cook County, Illinois  
My commission expires: 12/15/02





STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF COOK         )

The foregoing Trademark Security Agreement was acknowledged before me this 7<sup>th</sup> day of December, 2000, by Thomas Kramer, a Senior Vice President and Wesley Pascavis, a Senior Vice President of ABN AMRO Bank N.V., on behalf of such institution.



\_\_\_\_\_  
Notary Public  
Cook County, Illinois  
My commission expires: 12/15/02

STATE OF ILLINOIS  
NOTARY PUBLIC  
CYNTHIA TOZEY  
1000 N. LAKE ST.  
CHICAGO, IL 60611  
(312) 467-1234  
www.cynthiatozey.com

**SCHEDULE A**  
**to**  
**Trademark Security Agreement**  
**Dated as of December 11, 2000**

**See attached**

KERR CORPORATION  
TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

Attached Hereto

# KERR CORPORATION Trademark Properties - Active - U.S.

Company Name	Country	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	CPA Acct	Division	Status Type	Next Renewal	File No.	Original Certificate	Box No.
(SDS) (Kerr Corporation)	United States	ACCU	75/771622	08/09/1999				<input type="checkbox"/>	APPLICATION		10718		
(SDS) (Kerr Corporation)	United States	CAPTAIN X-ACT	75/538384	08/17/1998				<input type="checkbox"/>	APPLICATION		8742		
(SDS) (Kerr Corporation)	United States	CONSTRUCT	75/942652	03/13/2000				<input type="checkbox"/>	APPLICATION		11411		
(SDS) (Kerr Corporation)	United States	EndoFiles.com	76/117896	08/28/2000				<input type="checkbox"/>	APPLICATION		11979		
(SDS) (Kerr Corporation)	United States	FLAKES	75/729218	06/15/1999				<input type="checkbox"/>	APPLICATION		10193		
(SDS) (Kerr Corporation)	United States	K-3	75/908136	02/03/2000				<input type="checkbox"/>	APPLICATION		11119		
(SDS) (Kerr Corporation)	United States	PEARLS	75/729216	06/15/1999				<input type="checkbox"/>	APPLICATION		7360		
(SDS) (Kerr Corporation)	United States	SATIN CAST	76/124654	09/11/2000				<input type="checkbox"/>	APPLICATION		11972		
(SDS) (Kerr Corporation)	United States	SATIN CAST DIAMANTE	76/117894	08/28/2000				<input type="checkbox"/>	APPLICATION		11974		
(SDS) (Kerr Corporation)	United States	AUTFIT	75/302099	06/02/1997	2254200	06/15/1999	7089899	03 <input checked="" type="checkbox"/>	REGISTERED	06/15/2009	6510		41438
(SDS) (Kerr Corporation)	United States	BONDLITE	587172	03/10/1986	1425412	01/20/1987	7089899	03 <input checked="" type="checkbox"/>	REGISTERED	01/20/2007	1776		41274

Thursday, November 02, 2000

Company Name	Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	CPA Acct Division	Status Type Next Renewal	File No. Original Certificate	Box No.
(SDS) (Kerr Corporation)	United States	CAVALITE	73/694294 11/19/1987	1493830 06/28/1988	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 06/28/2008	3866	41078
(SDS) (Kerr Corporation)	United States	COMMAND ULTRAFINE	586953 03/10/1986	1418905 12/02/1986	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 12/02/2006	2027	40842
(SDS) (Kerr Corporation)	United States	EXTRUDE	74/023171 01/29/1990	1621993 11/13/1990	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 11/13/2000	494	40965
(SDS) (Kerr Corporation)	United States	EXTRUDE MPV	74/266631 04/17/1992	1956677 02/13/1996	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 02/13/2006	5446	40965
(SDS) (Kerr Corporation)	United States	HERCULITE XR	630418 11/14/1986	1447094 07/14/1987	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 07/14/2007	4220	41274
(SDS) (Kerr Corporation)	United States	K-FLEX	340012 12/04/1981	1214761 11/02/1982	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 11/02/2002	4198	41514
(SDS) (Kerr Corporation)	United States	KERR	92 250060A 09/24/1985	124121 12/07/1988	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 12/07/2003	4364	40984
(SDS) (Kerr Corporation)	United States	KERR	567904 11/12/1985	1403731 08/05/1986	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 08/05/2006	4208	41275
(SDS) (Kerr Corporation)	United States	KOLOR + PLUS & Design	74/266815 04/17/1992	1805081 11/16/1993	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 11/16/2003	3240	41300
(SDS) (Kerr Corporation)	United States	KWIK-WAX	72/393509 05/28/1971	939944 08/01/1972	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 08/01/2002	4197	40843
(SDS) (Kerr Corporation)	United States	LIFE	241798 12/06/1979	1162423 07/28/1981	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 07/28/2001	4218	40984

Company Name	Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	CPA Acct Division	Status Type Next Renewal	File No. Original Certificate	Box No.
(SDS) (Kerr Corporation)	United States	LUSTER CAST	186856 02/17/1964	783739 01/19/1965	7089899 03	REGISTERED 01/19/2005	4196	40843
(SDS) (Kerr Corporation)	United States	M4 SAFETY HANDPIECE	74/664240 04/21/1995	1965511 04/02/1996	7089899 03	REGISTERED 04/02/2006	3162	40976
(SDS) (Kerr Corporation)	United States	NEXUS	74/726878 09/11/1995	2114553 11/18/1997	7089899 3	REGISTERED 11/18/2007	3908	41369
(SDS) (Kerr Corporation)	United States	OPTIBOND	75/201029 11/20/1996	2119642 12/09/1997	7089899 3	REGISTERED 12/09/2007	5849	41120
(SDS) (Kerr Corporation)	United States	OPTIBOND FL	74/666789 04/28/1995	1962023 03/12/1996	7089899 03	REGISTERED 03/12/2006	4748	40878
(SDS) (Kerr Corporation)	United States	OPTIGUARD	74/666830 04/27/1995	1963369 03/19/1996	7089899 03	REGISTERED 03/19/2006	3012	41300
(SDS) (Kerr Corporation)	United States	PRODIGY	74/578375 09/26/1994	2012457 10/29/1996	7089899 03	REGISTERED 10/29/2006	2821	40976
(SDS) (Kerr Corporation)	United States	SEALITE	641742 01/28/1987	1461624 10/20/1987	7089899 03	REGISTERED 10/20/2007	4221	41274
(SDS) (Kerr Corporation)	United States	TAKE 1	75/525778 07/27/1998	2352682 05/23/2000	7089899 03	REGISTERED 05/23/2010	8372	41274
(SDS) (Kerr Corporation)	United States	TRIPLE-FLEX	75/302025 06/02/1997	2167547 06/23/1998	7089899 03	REGISTERED 06/23/2008	6395	41261
(SDS) (Kerr Corporation)	United States	TYTIN	73/466078 02/16/1984	1360055 09/17/1985	7089899 03	REGISTERED 09/17/2005	4203	41514

Company Name	Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	CPA Acct Division	Status Type Next Renewal	File No. Original Certificate	Box No.
(SDS) (Kerr Corporation)	United States	TYTIN FC	75/060454 02/21/1996	2040293 02/25/1997	7089899 3 <input checked="" type="checkbox"/>	REGISTERED 02/25/2007	3582	40979
(SDS) (Kerr Corporation)	United States	UNIDOSE	73/799256 05/11/1989	1626611 12/11/1990	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 12/11/2000	4204	41514
(SDS) (Kerr Corporation)	United States	WHITECAP	72/422072 04/21/1972	986979 06/25/1974	7091457 03 <input checked="" type="checkbox"/>	REGISTERED 06/25/2004	3173	40842
(SDS) (Kerr Corporation)	United States	CITRICON	72/427611 06/19/1972	971441 10/23/1973	7089899 03 <input checked="" type="checkbox"/>	RENEWED 10/23/2003	2026	41274
(SDS) (Kerr Corporation)	United States	ELASTICON	024999 02/25/1957	654193 11/05/1957	7089899 03 <input checked="" type="checkbox"/>	RENEWED 11/05/2007	4213	40983
(SDS) (Kerr Corporation)	United States	ELECTRO-TORQUE	189323 03/23/1964	806794 04/05/1966	7089899 03 <input checked="" type="checkbox"/>	RENEWED 04/05/2006	4202	40843
(SDS) (Kerr Corporation)	United States	FORMATRAY	72/063942 12/09/1958	684849 09/08/1959	7089899 03 <input checked="" type="checkbox"/>	RENEWED 09/08/2009	4212	41275
(SDS) (Kerr Corporation)	United States	KERR	138158 10/11/1920	143846 06/14/1921	7089899 03 <input checked="" type="checkbox"/>	RENEWED 06/14/2001	4210	41275
(SDS) (Kerr Corporation)	United States	KERR	210715 03/09/1925	204261 10/13/1925	7089899 03 <input checked="" type="checkbox"/>	RENEWED 10/13/2005	4211	41275
(SDS) (Kerr Corporation)	United States	KERR	181592 06/06/1923	177386 12/18/1923	7089899 03 <input checked="" type="checkbox"/>	RENEWED 12/18/2003	4217	41274
(SDS) (Kerr Corporation)	United States	KERR	022438 01/11/1957	671899 12/30/1958	7089899 03 <input checked="" type="checkbox"/>	RENEWED 12/30/2008	4209	41275
(SDS) (Kerr Corporation)	United States	MICROFILM	486492 07/30/1945	420120 03/26/1946	7089899 03 <input checked="" type="checkbox"/>	RENEWED 03/26/2006	4194	41514

TRADEMARK  
REEL: 002213 FRAME: 0486

Company Name	Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	CPA Acct Division	Status Type Next Renewal	File No. Original Certificate
(SDS) (Kerr Corporation)	United States	PERMLASTIC	661279 02/18/1954	597178 10/19/1954	7089899 03 <input checked="" type="checkbox"/>	RENEWED 10/19/2004	3190 41514
(SDS) (Kerr Corporation)	United States	PLATINITE	491482 11/13/1945	432817 09/16/1947	7089899 03 <input checked="" type="checkbox"/>	RENEWED 09/16/2007	4193 41274
(SDS) (Kerr Corporation)	United States	SYBRALLOY	111386 01/03/1977	1070881 08/09/1977	7091457 03 <input checked="" type="checkbox"/>	RENEWED 08/09/2007	4216 40984
(SDS) (Kerr Corporation)	United States	TEMP-BOND	148628 07/09/1962	747925 04/09/1963	7089899 03 <input checked="" type="checkbox"/>	RENEWED 04/09/2003	4191 41274



# DEMETRON Trademark Properties - Active - U.S.

Box No.

File No.  
Original Certificate

Status Type  
Next Renewal

CPA Acct  
Division

Reg. No.  
Reg. Date

Serial No.  
Filing Date

Mark

Company Name  
Country

41082

5566

LICENSED  
12/20/2008

n/a

n/a

1517616  
12/20/1988

717377

03/18/1988

WE BRING  
TECHNOLOGY TO  
LIGHT

(SDS) (Kerr) (Demetron)  
United States

REGISTERED  
10/08/2005

7089899

14

1364335  
10/08/1985

532486  
04/15/1985

DEMETRON

(SDS) (Kerr) (Demetron)  
United States

REGISTERED  
09/10/2005

7089899

14

1359064  
09/10/1985

458986  
12/29/1983

DIGILOG

(SDS) (Kerr) (Demetron)  
United States

REGISTERED  
09/29/2002

7089899

14

1719799  
09/29/1992

74-153285  
04/02/1991

OPTILITE

(SDS) (Kerr) (Demetron)  
United States

40878

5565

n/a

# ED DENTAL PRODUCTS Trademark Properties - Active - U.S.

Company Name	Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	CPA Acct Division	Status Type Next Renewal	File No. Original Certificate	Box No.
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	FLEXIBRUSH TIPS	74/514676 04/20/1994	1904303 07/11/1995	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 07/11/2005	5861	40988
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	FLUOROBURSH	74/395584 05/27/1993	189301 04/11/1995	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 04/11/2005	5862	40988
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	IMPRESS	612843 08/04/1986	1463252 11/03/1987	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 11/03/2007	5865	40989
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	INTERTEMP	74/478697 01/12/1994	1930279 10/24/1995	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 10/24/2005	5866	40989
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	PET BRITE	74/554377 07/28/1994	1970541 04/23/1996	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 04/23/2006	5868	40989
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	REPEAT	612845 08/04/1986	1464210 11/10/1987	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 11/10/2007	5869	40989
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	REVOLUTION	74/539562 06/20/1994	1995978 08/20/1996	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 08/20/2006	5802	41611

# PRECISION ROTARY INSTRUMENTS Trademark Properties - Active - U.S.

Company Name	Country	Mark	Serial No.	Reg. No.	CPA Acct	Status Type	File No.	Box No.
			Filing Date	Reg. Date	Division	Next Renewal	Original Certificate	

(SDS) (Kerr) (Precision Rotary Instruments)	United States	BLUWHITE	74-067171	1688902	7089899	REGISTERED	6520	40989
			06/08/1990	05/26/1992	03	05/26/2002		No

TRADEMARK  
REEL: 002213 FRAME: 0490

# SAFE-WAVE Trademark Properties - Active - U.S.

Company Name	Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	CPA Acct Division	Status Type Next Renewal	File No. Original Certificate	Box No.
(SDS) (Kerr) (Safe-Wave)	United States	AUTO-LOCK	75/587382 11/12/1998		n/a	APPLICATION	11584	
(SDS) (Kerr) (Safe-Wave)	United States	DESERT DRY AIR	75/460841 04/02/1998			APPLICATION	11585	
(SDS) (Kerr) (Safe-Wave)	United States	SEAL-TIGHT	75/577717 11/09/1998			APPLICATION	11586	
(SDS) (Kerr) (Safe-Wave)	United States	SAFE-TIP	74/210458 10/07/1991	1746977 01/19/1993	7089899 03	REGISTERED 01/19/2003	11612	
(SDS) (Kerr) (Safe-Wave)	United States	SEAL-TIPS	7/014606 11/02/1995	2013658 11/05/1996	7089899 03	REGISTERED 11/05/2006	11583	
(SDS) (Kerr) (Safe-Wave)	United States	SPREE	7/014607 11/02/1995	2041443 02/25/1997	7089899 03	REGISTERED 02/25/2007	11587	

**SCHEDULE B**  
to  
**Trademark Security Agreement**  
**Dated as of December 11, 2000**

**See attached**

KERR CORPORATION  
TRADEMARK APPLICATIONS, REGISTRATIONS AND LICENSES

Attached Hereto

# KERR CORPORATION Trademark Properties - Active - U.S.

Company Name	Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	CPA Acct Division	Status Type Next Renewal	File No. Original Certificate	Box No.
(SDS) (Kerr Corporation)	United States	ACCU	75/771622 08/09/1999		<input type="checkbox"/>	APPLICATION	10718	
(SDS) (Kerr Corporation)	United States	CAPTAIN X-ACT	75/538384 08/17/1998		<input type="checkbox"/>	APPLICATION	8742	
(SDS) (Kerr Corporation)	United States	CONSTRUCT	75/942652 03/13/2000		<input type="checkbox"/>	APPLICATION	11411	
(SDS) (Kerr Corporation)	United States	EndoFiles.com	76/117896 08/28/2000		<input type="checkbox"/>	APPLICATION	11979	
(SDS) (Kerr Corporation)	United States	FLAKES	75/729218 06/15/1999		<input type="checkbox"/>	APPLICATION	10193	
(SDS) (Kerr Corporation)	United States	K-3	75/908136 02/03/2000		<input type="checkbox"/>	APPLICATION	11119	
(SDS) (Kerr Corporation)	United States	PEARLS	75/729216 06/15/1999		<input type="checkbox"/>	APPLICATION	7360	
(SDS) (Kerr Corporation)	United States	SATIN CAST	76/124654 09/11/2000		<input type="checkbox"/>	APPLICATION	11972	
(SDS) (Kerr Corporation)	United States	SATIN CAST DIAMANTE	76/117894 08/28/2000		<input type="checkbox"/>	APPLICATION	11974	
(SDS) (Kerr Corporation)	United States	AUTOFIT	75/302099 06/02/1997	2254200 06/15/1999	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 06/15/2009	6510	41438 Yes
(SDS) (Kerr Corporation)	United States	BONDLITE	587172 03/10/1986	1425412 01/20/1987	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 01/20/2007	1776	41274 Yes

Company Name	Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	CPA Acct Division	Status Type Next Renewal	File No. Original Certificate	Box No.
(SDS) (Kerr Corporation)	United States	CAVALITE	737694294 11/19/1987	1493830 06/28/1988	7089899 03	REGISTERED 05/28/2008	3866	41078
(SDS) (Kerr Corporation)	United States	COMMAND ULTRAFINE	586953 03/10/1986	1418905 12/02/1986	7089899 03	REGISTERED 12/02/2006	2027	40842
(SDS) (Kerr Corporation)	United States	EXTRUDE	747023171 01/29/1990	1621993 11/13/1990	7089899 03	REGISTERED 11/13/2000	494	40965
(SDS) (Kerr Corporation)	United States	EXTRUDE MPV	74266631 04/17/1992	1956677 02/13/1996	7089899 03	REGISTERED 02/13/2006	5446	40965
(SDS) (Kerr Corporation)	United States	HERCULITE XR	630418 11/14/1986	1447094 07/14/1987	7089899 03	REGISTERED 07/14/2007	4220	41274
(SDS) (Kerr Corporation)	United States	K-FLEX	340012 12/04/1981	1214761 11/02/1982	7089899 03	REGISTERED 11/02/2002	4198	41514
(SDS) (Kerr Corporation)	United States	KERR	92 250060A 09/24/1985	124121 12/07/1988	7089899 03	REGISTERED 12/07/2003	4364	40984
(SDS) (Kerr Corporation)	United States	KERR	567904 11/12/1985	1403731 08/05/1986	7089899 03	REGISTERED 08/05/2006	4208	41275
(SDS) (Kerr Corporation)	United States	KOLOR + PLUS & Design	74266815 04/17/1992	1805081 11/16/1993	7089899 03	REGISTERED 11/16/2003	3240	41300
(SDS) (Kerr Corporation)	United States	KWIK-WAX	727393509 05/28/1971	939944 08/01/1972	7089899 03	REGISTERED 08/01/2002	4197	40843
(SDS) (Kerr Corporation)	United States	LIFE	241798 12/06/1979	1162423 07/28/1981	7089899 03	REGISTERED 07/28/2001	4218	40984

TRADEMARK  
REEL: 002213 FRAME: 0495



Company Name	Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	CPA Acct Division	Status Type Next Renewal	File No. Original Certificate	Box No.
(SDS) (Kerr Corporation)	United States	LUSTER CAST	186856 02/17/1964	783739 01/19/1965	7089899 03	REGISTERED 01/19/2005	4196	40843
(SDS) (Kerr Corporation)	United States	M4 SAFETY HANDPIECE	74/664240 04/21/1995	1965511 04/02/1996	7089899 03	REGISTERED 04/02/2006	3162	40976
(SDS) (Kerr Corporation)	United States	NEXUS	74/726878 09/11/1995	2114553 11/18/1997	7089899 3	REGISTERED 11/18/2007	3908	41369
(SDS) (Kerr Corporation)	United States	OPTIBOND	75/201029 11/20/1996	2119642 12/09/1997	7089899 3	REGISTERED 12/09/2007	5849	41120
(SDS) (Kerr Corporation)	United States	OPTIBOND FL	74/666789 04/28/1995	1962023 03/12/1996	7089899 03	REGISTERED 03/12/2006	4748	40878
(SDS) (Kerr Corporation)	United States	OPTIGUARD	74/666830 04/27/1995	1963369 03/19/1996	7089899 03	REGISTERED 03/19/2006	3012	41300
(SDS) (Kerr Corporation)	United States	PRODIGY	74/578375 09/26/1994	2012457 10/29/1996	7089899 03	REGISTERED 10/29/2006	2821	40976
(SDS) (Kerr Corporation)	United States	SEALITE	641742 01/28/1987	1461624 10/20/1987	7089899 03	REGISTERED 10/20/2007	4221	41274
(SDS) (Kerr Corporation)	United States	TAKE 1	75/525778 07/27/1998	2352682 05/23/2000	7089899 03	REGISTERED 05/23/2010	8372	41274
(SDS) (Kerr Corporation)	United States	TRIPLE-FLEX	75/302025 06/02/1997	2167547 06/23/1998	7089899 03	REGISTERED 06/23/2008	6395	41261
(SDS) (Kerr Corporation)	United States	TYTIN	73/466078 02/16/1984	1360055 09/17/1985	7089899 03	REGISTERED 09/17/2005	4203	41514

TRADEMARK  
REEL: 002213 FRAME: 0496

Company Name	Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	CPA Acct Division	Status Type Next Renewal	File No. Original Certificate	Box No.
(SDS) (Kerr Corporation)	United States	TYTIN FC	75060454 02/21/1996	2040293 02/25/1997	7089899 3 <input checked="" type="checkbox"/>	REGISTERED 02/25/2007	3582	40979
(SDS) (Kerr Corporation)	United States	UNIDOSE	73799256 05/11/1989	1626611 12/11/1990	7089899 03 <input checked="" type="checkbox"/>	REGISTERED 12/11/2000	4204	41514
(SDS) (Kerr Corporation)	United States	WHITECAP	72422072 04/21/1972	986979 06/25/1974	7091457 03 <input checked="" type="checkbox"/>	REGISTERED 06/25/2004	3173	40842
(SDS) (Kerr Corporation)	United States	CITRICON	72427611 06/19/1972	971441 10/23/1973	7089899 03 <input checked="" type="checkbox"/>	RENEWED 10/23/2003	2026	41274
(SDS) (Kerr Corporation)	United States	ELASTICON	024999 02/25/1957	654193 11/05/1957	7089899 03 <input checked="" type="checkbox"/>	RENEWED 11/05/2007	4213	40983
(SDS) (Kerr Corporation)	United States	ELECTRO-TORQUE	189323 03/23/1964	806794 04/05/1966	7089899 03 <input checked="" type="checkbox"/>	RENEWED 04/05/2006	4202	40843
(SDS) (Kerr Corporation)	United States	FORMATRAY	72063942 12/09/1958	684849 09/08/1959	7089899 03 <input checked="" type="checkbox"/>	RENEWED 09/08/2009	4212	41275
(SDS) (Kerr Corporation)	United States	KERR	138158 10/11/1920	143846 06/14/1921	7089899 03 <input checked="" type="checkbox"/>	RENEWED 06/14/2001	4210	41275
(SDS) (Kerr Corporation)	United States	KERR	210715 03/09/1925	204261 10/13/1925	7089899 03 <input checked="" type="checkbox"/>	RENEWED 10/13/2005	4211	41275
(SDS) (Kerr Corporation)	United States	KERR	181592 06/06/1923	177386 12/18/1923	7089899 03 <input checked="" type="checkbox"/>	RENEWED 12/18/2003	4217	41274
(SDS) (Kerr Corporation)	United States	KERR	022438 01/11/1957	671899 12/30/1958	7089899 03 <input checked="" type="checkbox"/>	RENEWED 12/30/2008	4209	41275
(SDS) (Kerr Corporation)	United States	MICROFILM	486492 07/30/1945	420120 03/26/1946	7089899 03 <input checked="" type="checkbox"/>	RENEWED 03/26/2006	4194	41514

TRADEMARK  
REEL: 002213 FRAME: 0497

<i>Company Name</i>	<i>Country</i>	<i>Mark</i>	<i>Serial No.</i> <i>Filing Date</i>	<i>Reg. No.</i> <i>Reg. Date</i>	<i>CPA Acct</i> <i>Division</i>	<i>Status Type</i> <i>Next Renewal</i>	<i>File No.</i> <i>Original Certificate</i>
(SDS) (Kerr Corporation)	United States	PERMLASTIC	661279 02/18/1954	597178 10/19/1954	7089899 03 <input checked="" type="checkbox"/>	RENEWED 10/19/2004	3190 41514 Yes
(SDS) (Kerr Corporation)	United States	PLATINITE	491482 11/13/1945	432817 09/16/1947	7089899 03 <input checked="" type="checkbox"/>	RENEWED 09/16/2007	4193 41274 Yes
(SDS) (Kerr Corporation)	United States	SYBRALLOY	111386 01/03/1977	1070881 08/09/1977	7091457 03 <input checked="" type="checkbox"/>	RENEWED 08/09/2007	4216 40984 Yes
(SDS) (Kerr Corporation)	United States	TEMP-BOND	148628 07/09/1962	747925 04/09/1963	7089899 03 <input checked="" type="checkbox"/>	RENEWED 04/09/2003	4191 41274 Yes

# DEMETRON Trademark Properties - Active - U.S.

Company Name	Country	Mark	Serial No.	Filing Date	Reg. No.	CPA Acct	Status Type	File No.	Box No.
						Division	Next Renewal	Original Certificate	
(SDS) (Kerr) (Demetron)	United States	WE BRING TECHNOLOGY TO LIGHT	717377	03/18/1988	1517616	n/a	LICENSED	5566	41082
					12/20/1988	n/a	12/20/2008		No
(SDS) (Kerr) (Demetron)	United States	DEMETRON	532486	04/15/1985	1364335	7089899	REGISTERED	5567	40959
					10/08/1985	14	10/08/2005		No
(SDS) (Kerr) (Demetron)	United States	DIGILOG	458986	12/29/1983	1359064	7089899	REGISTERED	5569	40959
					09/10/1985	14	09/10/2005		No
(SDS) (Kerr) (Demetron)	United States	OPTILITE	74-153285	04/02/1991	1719799	7089899	REGISTERED	5565	40878
					09/29/1992	14	09/29/2002		n/a

# ED DENTAL PRODUCTS Trademark Properties - Active - U.S.

Company Name	Country	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	CPA Acct	Division	Status Type	Next Renewal	File No.	Original Certificate	Box No.
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	FLEXIBRUSH TIPS	74/514676	04/20/1994	1904303	07/11/1995	7089899	03	REGISTERED	07/11/2005	5861	No	40988
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	FLUOROBRUSH	74/395584	05/27/1993	1889301	04/11/1995	7089899	03	REGISTERED	04/11/2005	5862	Yes	40988
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	IMPRESS	612843	08/04/1986	1463252	11/03/1987	7089899	03	REGISTERED	11/03/2007	5865	Yes	40989
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	INTERTEMP	74/478697	01/12/1994	1930279	10/24/1995	7089899	03	REGISTERED	10/24/2005	5866	Yes	40989
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	PET BRITE	74/554377	07/28/1994	1970541	04/23/1996	7089899	03	REGISTERED	04/23/2006	5868	Yes	40989
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	REPEAT	612845	08/04/1986	1464210	11/10/1987	7089899	03	REGISTERED	11/10/2007	5869	Yes	40989
(SDS) (Kerr) (E&D Dental Products, Inc.)	United States	REVOLUTION	74/539562	06/20/1994	1995978	08/20/1996	7089899	03	REGISTERED	08/20/2006	5802	No	41611



# SAFE-WAVE Trademark Properties - Active - U.S.

Company Name	Country	Mark	Serial No.	Filing Date	Reg. No.	CPA Acct	Division	Status Type	Next Renewal	File No.	Box No.
(SDS) (Kerr) (Safe-Wave)	United States	AUTO-LOCK	75/587382	11/12/1998		n/a		APPLICATION		11584	
(SDS) (Kerr) (Safe-Wave)	United States	DESERT DRY AIR	75/460841	04/02/1998				APPLICATION		11585	
(SDS) (Kerr) (Safe-Wave)	United States	SEAL-TIGHT	75/577717	11/09/1998				APPLICATION		11586	
(SDS) (Kerr) (Safe-Wave)	United States	SAFE-TIP	74/210458	10/07/1991	1746977	7089899	03	REGISTERED	01/19/2003	11612	
(SDS) (Kerr) (Safe-Wave)	United States	SEAL-TIPS	7/014606	11/02/1995	2013658	7089899	03	REGISTERED	11/05/2006	11583	
(SDS) (Kerr) (Safe-Wave)	United States	SPREE	7/014607	11/02/1995	2041443	7089899	03	REGISTERED	02/25/2007	11587	