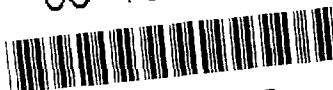


06-19-2002



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

RE 7

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

Tab settings

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

1. Name of conveying party(ies):

Metrex Research Corporation

6-13-02

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

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

2. Name and address of receiving party(ies)

Name: Credit Suisse First Boston Internal Address:

Street Address: Eleven Madison Avenue

City: New York State: NY Zip: 10010

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: June 6, 2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

See Attached

Additional number(s) attached Yes No

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: 43

7. Total fee (37 CFR 3.41): \$1,090.00

- 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

Tara O'Hagan Signature

6/12/02 Date

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

06/18/2002 6TON11 00000191 73804666

01 FC:481 40.00 DP 02 FC:482 1050.00 DP

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

TRADEMARK REEL: 002527 FRAME: 0883

METREX CORPORATION U.S.A. TRADEMARKS

Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Metrex Research Corporation	74,804,986	1579016	REGISTERED	COLDSPOR	6/5/99	1/9/99	Sterilizing and disinfecting concentrate solution for medical instruments and equipment.	5
Metrex Research Corporation	74,425,632	1899530	REGISTERED	DETERGEZVME	8/16/93	6/13/95	Cleaning solution for cleaning medical instruments.	3
Metrex Research Corporation	75,608,276	244,4918	REGISTERED	EMPOWER	12/21/98	4/17/01	Enzymatic cleaner used on medical instruments Class 3	3
Metrex Research Corporation	75,350,371	2352324	REGISTERED	METREX	9/2/97	5/23/00	Cleaning solutions for medical and dental instruments, equipment and surfaces and antimicrobial skin care products, namely, liquid surgical scrub, liquid soap, no rinse gel, no rinse gel towelettes and skin lotion in Class 3	3, 5
Metrex Research Corporation	74,377,307	1851868	REGISTERED	METREX RESEARCH CORPORATION & Design	4/7/93	8/30/94	Cleaning, sterilizing and disinfecting solutions for medical instruments and equipment; and a kit comprised of cleaning and disinfecting preparations used in the medical and dental fields on surfaces contaminated by blood or body fluid spills.	5
Metrex Research Corporation	588157	1444787	REGISTERED	METREX RESEARCH CORPORATION & Design	3/17/86	6/30/87	Sterilizing and disinfecting solution for medical instruments and equipment.	5
Metrex Research Corporation	690038	1493827	REGISTERED	METRICIDE & Design	10/16/87	6/28/88	Sterilizing and disinfecting solution for medical instruments and equipment.	5

METREX CORPORATION U.S.A. TRADEMARKS

Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Metrex Research Corporation	74/278209	1750953	REGISTERED	METRICLEAN	5/18/92	2/9/93	Enzymatic detergent for cleaning medical instruments.	3
Metrex Research Corporation	75/048530	2102102	REGISTERED	METRIGUARD	1/22/96	9/30/97	Surface disinfectant / decontaminant cleaner for use in healthcare facilities.	5
Metrex Research Corporation	75/137753	2285824	REGISTERED	METRILUBE	7/22/95	10/12/99	Medical and dental instrument lubricant for use in medical and dental procedures.	5
Metrex Research Corporation	74/425631	1882789	REGISTERED	METRIMIST	8/16/93	3/7/95	Deodorizing spray for eliminating harsh odors for medical and dental usage.	5
Metrex Research Corporation	74/331844	1821950	REGISTERED	METRISPONGE	11/13/92	2/15/94	Sponges containing an enzymatic cleaner for use in cleaning dental, hospital and other medical surfaces.	3
Metrex Research Corporation	74/278183	1788928	REGISTERED	METRISYSTEM	5/18/92	5/4/93	Education services in the nature of training courses pertaining to the use of disinfection, sterilization, and cleaning solutions in association with medical instruments and other medical applications.	41
Metrex Research Corporation	75/213468	2307716	REGISTERED	METRITRAY	12/16/96	1/11/00	For: Medical Soaking Trays for Sterilizing Medical Instruments	10
Metrex Research Corporation	75/137,752	2304458	REGISTERED	METRIPWIPES	7/22/96	12/28/99	Chemically impregnated lowelletes for disinfecting surfaces.	5
Metrex Research Corporation	689924	1491854	REGISTERED	METRIZYME	10/16/87	6/14/88	Enzymatic detergent for cleaning medical instruments.	3
Metrex Research Corporation	74/274097	1746754	REGISTERED	VIONEX	5/11/92	1/19/93	For: antimicrobial liquid skin soap	5

METREX CORPORATION U.S.A. TRADEMARKS

Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Metrex Research Corporation	74/698312	2095671	REGISTERED	AMPUSNAP	7/7/95	9/9/97	For: Medical Apparatus, namely ampoule opener. Class 10	10
Metrex Research Corporation	74/212548	1809876	REGISTERED	CIDTECT	10/11/91	12/7/93	For: Diagnostic Reagents for Glutaraldehyde for Clinical Medical Laboratory Use	5
Metrex Research Corporation	74/169091	1813350	REGISTERED	DIACIDE	5/22/91	12/28/93	For: Disinfectants used to sterilize dialysis machines, dialyzers and dialysis apparatus and accessories	5
Metrex Research Corporation	75/479622	2366897	REGISTERED	GLUTATECT	5/5/98	7/11/00	Diagnostic Reagents for Clinical or Medical Laboratory Use	5
Metrex Research Corporation	75/479621	2264685	REGISTERED	GLUTATECT-ENV	5/5/98	7/27/99	For: Diagnostic Reagents for clinical or medical laboratory use	1
Metrex Research Corporation	75/479620	2264684	REGISTERED	GLUTATECT-WT	5/5/98	7/27/99	Diagnostic Reagents for Clinical or Medical Laboratory Use	5
Metrex Research Corporation	74/182102	1795143	REGISTERED	ULTRAFAST NEPHRECTECT	7/3/91	8/3/93	For: Diagnostic Reagents for Clinical or Medical Laboratory	5
Metrex Research Corporation	75/274536	2149405	REGISTERED	OMNICIDE	4/14/97	4/7/98	Sterilization and/or disinfectant solution for use in medical purposes	5

METREX CORPORATION U.S.A. TRADEMARKS

Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Metrex Research Corporation	73/537546	1385712	REGISTERED	PROCID	5/14/85	3/11/96	Sterilization and/or disinfectant solution of activated diethylene for use in medical procedures	5
Metrex Research Corporation	73/141700	1104137	REGISTERED	CAVICIDE	12/12/77	10/17/78	Disinfectant cleaner for use in ultrasonic cleaning machines for medical instruments	3
Metrex Research Corporation	72-388621	935090	REGISTERED	KLEENASEPTIC	3/17/71	5/30/72	Aerosol Germicidal Cleansing Agent	3
Metrex Research Corporation	75/179352	2157637	REGISTERED	AVIDENE	9/30/96	5/12/98	For: antibacterial washing preparations, namely, surgical scrub, handwash, pre-operative skin washing preparation, skin wound cleanser	5
Metrex Research Corporation	74/378677	1846118	REGISTERED	ENVIROCID	4/14/93	7/19/94	For: disinfectant for use in the medical, dental, and emergency care industries, and in industrial and research laboratories	5
Metrex Research Corporation	75/629,520	2407151	REGISTERED	SOFTLINE	1/28/99	11/21/00	Dental reline material for dentures and partials, namely a silicone composition with curing additives for curing of the reline material in a patient's mouth, including associated base, catalyst and primer, in Class 5 (U.S. CLS. 6, 18, 44, 46, 51 and 52).	5
Metrex Research Corporation	74/065,806	1644873	REGISTERED	911	6/4/90	5/21/91	Mastic remover used to remove adhesive and duct tape residue in the asbestos abatement removal industry.	1
Metrex Research Corporation	74/658,068	1963258	REGISTERED	CANISTER EXPRESS	4/10/95	3/19/96	Absorbent powder for the solidification and encapsulation of liquid laboratory, human and animal waste in collection vessels such as suction canisters, kick buckets and the like in the laboratory, healthcare and medical environments. No claim is made to	5

METREX CORPORATION U.S.A. TRADEMARKS

Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Metrex Research Corporation	74/553,285	1939443	REGISTERED	ENVIRO-SAFE	7/25/94	12/5/95		
Metrex Research Corporation	76/131,287	2509480	REGISTERED	FIRST RESPONDER KIT	9/20/00	11/20/01	Kit consisting primarily of a disposable gown, eyeshield and facemask, gloves, absorbent powder with or without disinfectant, disinfectant towelette, antiseptic towelette, shovel, red bag, white bag, twist ties, and towel to be used for personal protecti	5
Metrex Research Corporation	74/610,780	2164248	REGISTERED	PREMICE	11/18/94	6/9/98	Absorbent solidifying powder for the sanitization/disinfection of bulk blood and body fluids suctioned off during a medical procedure and collected in containers such as operating room suction canisters, chest drainage bags, etc. in the laboratory, hospit	5
Metrex Research Corporation	75/003,020	2053563	REGISTERED	PREMIDEX	10/10/95	4/15/97	Absorbent solidifying powder for the encapsulation, deactivation and neutralization of glutaraldehyde, formaldehyde, formalin and aldehyde waste waters in the laboratory, healthcare and medical environments in class 1.	1
Metrex Research Corporation	78/062337	2517595	REGISTERED	PREMIDYNE	7/5/01	12/11/01	Liquid medical waste sanitizer for the treatment, safe handling, transport and discharge into the sewer system of bulk blood and body fluids suctioned off during surgical and medical procedures in the laboratory, healthcare and medical environments.	6,18,44,46,51 and 52
Metrex Research Corporation	78/062,359	2252298	REGISTERED	PREMIGUARD	5/7/01	1/1/02	A closed delivery system for dispensing controlled amounts of liquid or powder. This system is particularly useful for delivering powered solidification agents into medical waste containment vessels. The use of PremiGuard delivery system eliminates spillin	10

METREX CORPORATION U.S.A. TRADEMARKS

Company	Serial No.	Reg. No.	Status	Mark	Filing Date	Reg. Date	Goods/Services	Class
Metrex Research Corporation	74077,862	1667329	REGISTERED	PREMISORB	7/13/90	12/10/91	Absorbent in the form of chlorinated beads for medical purposes in class 5 (U.S. CLS. 6 and 44)	5
Metrex Research Corporation	74065,806	1647173	REGISTERED	VITAL 1 AND DESIGN	6/14/90	6/11/91	Line of products including chlorinated absorption powder, clean-up kits and power dispensers for cleaning up spilled bodily fluids, in class 5 (U.S. CLS. 6 and 52). First used in commerce 09/15/1988. The filing (in the design) is a feature of the mark, an	5
Metrex Research Corporation	76/108,503		APPLICATION	COMPLIANCE	8/14/00		*High level disinfectant/sterilant for use in sterilizing medical instruments, * in International Class 5.	5
Metrex Research Corporation	76/127921		APPLICATION	VIONEXUS	9/15/00		Antiseptics for hand washing, in International Class 5.	5

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 guarantied 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: 002527 FRAME: 0894