FORM 4

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Check this box if no longer subject to
Section 16. Form 4 or Form 5
obligations may continue. See
Instruction 1(b).

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP

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Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934 or Section 30(h) of the Investment Company Act of 1940

1. Name and Address of Reporting Person* JONES LESLIE A						2. Issuer Name and Ticker or Trading Symbol DENTSPLY INTERNATIONAL INC /DE/ (XRAY)								S. Relationship of Reporting Person(s) to Issuer (Check all applicable) X Director 10% Owner					
(Last)	(First)	(Mic	3. Date of Earliest Transaction (Month/Day/Year)								4	Officer (below)	Officer (give title below)			pecify			
ASHLAR HOUSE						02/21/2006													
1921 STRAWBERRY FIELDS														C. Individual or Triat/Crown Filing (Charles And Forth					
(Street)						4. If Amendment, Date of Original Filed (Month/Day/Year)								6. Individual or Joint/Group Filing (Check Applicable Line)					
YORK	•													ed by One Reporting Person ed by More than One Reportir		ng			
(City)	(State)	(Zip											1 013011						
Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned																			
1. Title of Security (Instr. 3) 2. Transa Date (Month/D					Exe) if a	2A. Deemed Execution Date, if any (Month/Day/Year)		3. Transaction Code (Instr. 8)		s Acquired (A) or of (D) (Instr. 3, 4 and		Beneficia Owned Fo	i Iy	Form:	Direct Indirect Itr. 4)	7. Nature of Indirect Beneficial Ownership			
								Code	v	Amount	(A) or (D)	Price	Reported Transaction (Instr. 3 a				Instr. 4)		
Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)																			
1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)		4. Transa Code (I 8)				6. Date Exercisable and Expiration Date (Month/Day/Year)			7. Title and Amount of Securities Underlying Derivative Security (Instr. 3 and 4)		Derivative Security	9. Number derivative Securities Beneficia Owned Following Reported Transacti (Instr. 4)	e s ally	10. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	11. Nature of Indirect Beneficial Ownership (Instr. 4)	
						v	(A) (D)		Date Exercisable		Expiration Date	Title	Amount or Number of Shares						
Forward Contract (right/obligation to sell)	(1)(2)	02/21/2006			J ⁽¹⁾⁽²⁾			37,000	(1)(2	2)	(1)(2)	Common Stock	37,000	(1)(2)	0.00		D		

Explanation of Responses:

1. On February 21, 2006, Mr. Jones entered into a variable share pre-paid forward purchase contract (the "Contract") with Mellon Bank, NA ("Mellon"), which provides that he is to pledge 37,000 shares to Mellon, and that Mellon may sell up to 37,000 of his shares of Class A Common Stock at the maturity date of the Contract, or 2/21/2008. As pre-payment for the pledge of these shares, Mellon paid Mr. Jones \$1,760,841.29, or approximately \$47.59 per share. At the end of the two-year period: A. If the Settlement Price is greater than \$65.64 per share (the Ceiling Price) Mr. Jones is obligated to deliver a number of shares equal to the product of 37,000 and the ratio obtained by dividing the sum (x) \$54.7015 (the Floor Price) and (y) the difference between the Settlement Price and the Ceiling Price, by the Settlement Price; and

2. (continued) B. If the Settlement Price is between the Floor Price and the Ceiling Price, Mr. Jones is obligated to deliver a number of shares equal to the product of 37,000 and the ratio that is obtained by dividing the Floor Price by the Settlement Price; and C. If the Settlement Price is at or below the Floor Price, Mr. Jones is obligated to deliver 37,000 shares. The number of shares of Common Stock to be delivered by Mr. Jones is subject to adjustment in the case of certain antidilutive and extraordinary events and the payment of increased dividends by the Company on the Common Stock. All voting rights and dividends on the shares during the period in which the shares are pledged to Mellon shall remain with and be for the account of Mr. Jones. Mr. Jones may elect, within 5 days of the maturity date, to settle in cash in lieu of delivering shares, based on the Settlement Price.

Remarks:

By: Brian M. Addison, Esquire, POA for

02/23/2006

** Signature of Reporting Person

Date

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

- * If the form is filed by more than one reporting person, see Instruction 4 (b)(v).
- ** Intentional misstatements or omissions of facts constitute Federal Criminal Violations See 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, see Instruction 6 for procedure.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB Number.