

05-18-2001

5-14-01



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

REC 101722408 TRADEMARKS ONLY J.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): **Monarch Dental Corporation**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of **Delaware**
 Other _____

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

2. Name and address of receiving party(ies)
 Name: **Bank of America, N.A.**
 Internal Address: _____
 Street Address: **55 South Lake Ave., #900**
 City: **Pasadena** State: **CA** Zip: **91101**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **National Banking Association**

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: **April 1, 2001**

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
2059007; 2054702; 2160468; 2149365

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Tamsen Valoir**
 Internal Address: _____
 Street Address: **1100 Louisiana, Suite 1800**
 City: **Houston** State: **TX** Zip: **77002**

6. Total number of applications and registrations involved: **4**

7. Total fee (37 CFR 3.41).....\$ **115.00**

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.

Tamsen Valoir
 Name of Person Signing

Tamsen Valoir
 Signature

5-8-01
 Date

Total number of pages including cover sheet, attachments, and document: **5**

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

05/17/2001 BBYRNE 00000143 2059007
01 FC:481 40.00 OF
02 FC:482 75.00 OF

TRADEMARK REEL: 002298 FRAME: 0449

TRADEMARK SECURITY AGREEMENT

(Monarch Dental Corporation)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is between MONARCH DENTAL CORPORATION, a Delaware corporation ("Debtor"), and BANK OF AMERICA, N.A., a national banking association ("Secured Party"), acting in its capacity as the Administrative Agent pursuant to that certain Third Amended and Restated Credit Agreement dated as of April 1, 2001 (as amended, restated, or otherwise modified, the "Credit Agreement") among Debtor, Secured Party, and each of the "Lenders" party thereto.

R E C I T A L S:

A. Debtor and Secured Party are parties to that certain Pledge and Security Agreement dated as of April 1, 2001 (as amended, restated, or otherwise modified, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Debtor's Trademarks, and Trademark Licenses, and all products and Proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, trademark registration ("Trademark Registration"), and trademark application ("Trademark Application"), including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby; and

(2) each Trademark License, to the extent allowable under the license agreement, including, without limitation, each Trademark License listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, and Trademark License, including, without limitation, any Trademark, Trademark Registration, and Trademark License referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto; or

(b) injury to the goodwill associated with any Trademark, Trademark Registration, and Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to Secured Party pursuant to the Security Agreement.

Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and 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.

IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the 1st day of April, 2001.

DEBTOR:

MONARCH DENTAL CORPORATION

By: *Lisa Peterson*
Lisa Peterson
Chief Financial Officer and Secretary

SECURED PARTY:

BANK OF AMERICA, N.A., as Administrative Agent

By: *Carla A. Addy*
Carla A. Addy
Vice President

ACKNOWLEDGMENT

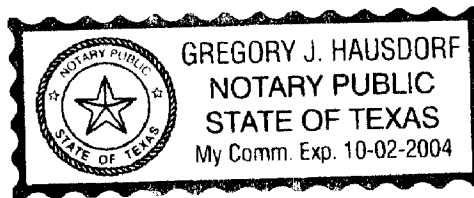
STATE OF DALLAS)
)
COUNTY OF TEXAS)

This instrument was acknowledged before me this 30 day of April, 2001, by Lisa Peterson, as CEO/Secretary of Monarch Dental Corporation, a Delaware corporation, on behalf of such company.

{Seal}

Gregory J. Hausdorf
Notary Public in and for the State of Texas

My commission expires: _____



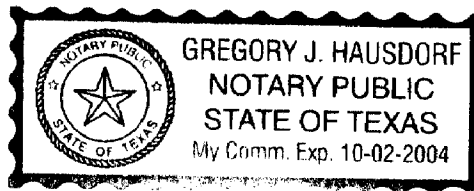
STATE OF DALLAS)
)
COUNTY OF TEXAS)

This instrument was acknowledged before me this 30 day of April, 2001, by Carla A Addy, as Vice President of Bank of America, N.A., a national banking association, on behalf of such bank.

{Seal}

Gregory J. Hausdorf
Notary Public in and for the State of Texas

My commission expires: _____



Schedule 1

Schedule 1
to
Trademark Security Agreement

FEDERAL TRADEMARKS

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Registration Date	Expiration Date	Goods
Monarch Dental Corporation	United States of America	Monarch	2,059,007	5/6/1997	5/6/2007	Dental Services
Monarch Dental Corporation	United States of America	M Butterfly Design	2,054,702	4/22/1997	4/22/2007	Dental Services
Monarch Dental Corporation	United States of America	Monarch Dental	2,160,468	5/26/1998	5/26/2008	Dental Services
Monarch Dental Corporation	United States of America	Monarch Dental Associates	2,149,365	4/7/1998	4/7/2008	Dental Services

STATE TRADEMARKS

Owner of Record	Trademark	State	Serial No.	Filing Date

TRADEMARK LICENSES

Agreement	Parties	Date of Agreement