

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LVI Global, LLC		02/11/2005	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2499350	LVI LAS VEGAS INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(213) 430-8308		
Email:	sgordon@omm.com		
Correspondent Name:	Shari L. Gordon		
Address Line 1:	400 S. Hope Street		
Address Line 2:	15th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2899		
NAME OF SUBMITTER:	Priscila Castillo		
Signature:	/Priscila Castillo/		
Date:	02/17/2005		

CH 2499350 \$40.00

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TRADEMARK
REEL: 003032 FRAME: 0119

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 11, 2005, is between **LVI GLOBAL, LLC**, a limited liability company organized under the laws of Nevada and wholly owned by LVI Holdings, LLC ("Grantor") and **AMERICAN CAPITAL FINANCIAL SERVICES, INC.**, a Delaware corporation, as Agent (in such capacity, the "Grantee") for the benefit of itself and all financial institutions and other Persons that from time to time become purchasers (the "Purchasers") under the Note and Equity Purchase Agreement (as such terms are hereinafter defined).

RECITALS

WHEREAS, the Grantor own the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, the Grantor, **LVI HOLDINGS, LLC**, a limited liability company organized under the laws of Delaware ("Company" together with Grantor, each an "Issuer" and collectively the "Issuers") have entered into that certain Note and Equity Purchase Agreement of even date herewith (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Purchase Agreement"), with the Grantee, as Agent for the benefit of the Purchasers, and the other Purchasers, providing for extensions of credit and other financial accommodations to be made to the Issuers by the Purchasers; and

WHEREAS, pursuant to the terms of that certain Security Agreement of even date herewith by and among **LVI GLOBAL MARKETING, LLC**, a limited liability company organized under the laws of Nevada and wholly owned by Grantor ("LVI Marketing"), the Issuers and the Grantee, for the benefit of the Grantee and the Purchasers (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor has granted to the Grantee for the benefit of the Purchasers a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by the Grantor's Trademarks, and all proceeds thereof, to secure the payment of the "Liabilities" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in all of the Grantor'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 and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1

annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.


This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement and is not intended to increase the rights of the Grantee or the obligations of the Grantor beyond the rights and obligations contained in the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest 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.

[remainder of page intentionally left blank;
signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 14 day of February, 2005.

GRANTOR:

LVI GLOBAL, LLC, a Nevada limited liability company

By: 
Name: William G. Dickerson, DDS
Title: Chief Executive Officer

Acknowledged by the Grantee:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
a Delaware corporation, as the Agent

By: _____
Name: Frank Do
Title: Senior Vice President

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 17th day of February, 2005.

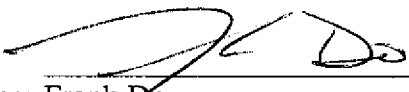
GRANTOR:

LVI GLOBAL, LLC, a Nevada limited liability company

By: _____
Name: William G. Dickerson, DDS
Title: Chief Executive Officer

Acknowledged by the Grantee:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
a Delaware corporation, as the Agent

By: 
Name: Frank Do
Title: Senior Vice President

Schedule 1
to Trademark Security Agreement

U.S. TRADEMARK REGISTRATIONS

<u>Type</u>	<u>Goods/Services</u>	<u>Description</u>	<u>Status in Trademark Office</u>	<u>Federal Ser. No.</u>	<u>Reg. No.</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Owner of Record</u>
Service Mark	IC 041. US 100 101 107. G & S: Educational services, namely, providing post graduate seminars and educational clinics in the field dentistry. FIRST USE: 19961200. FIRST USE IN COMMERCE: 19961200	Design plus words, letters, and/or numbers	Registered	75603112	2499350	December 10, 1998	October 23, 2001	Las Vegas Institute for Advanced Dental Studies CORPORATION

FOREIGN TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

None.

Trademark Security Agreement

LA1:1065578.4

FOREIGN TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.

Trademark Security Agreement

LA1:1065578.4