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
OCA, Inc.		08/19/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main Street
Internal Address:	66th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2705536	1-800-4BRACES
Registration Number:	2712225	4BRACES.COM
Registration Number:	1478127	DIAL 4-BRACES
Registration Number:	2549580	FAAB
Registration Number:	2533962	FINISHING TOUCH
Registration Number:	2509685	FIRST IMPRESSIONS
Registration Number:	2705399	KIDS-SMILE PEDIATRIC DENTAL CENTERS
Registration Number:	2886135	OCA
Registration Number:	2886134	OCA
Registration Number:	2920554	OCA OUTSOURCE
Serial Number:	76572514	OCA OUTSOURCE
Registration Number:	2167701	ORTHODONTIC CENTERS OF AMERICA
Registration Number:	2839672	ORTHODONTIC CENTERS OF AMERICA

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Registration Number:	2839671	ORTHODONTIC CENTERS OF AMERICA
Registration Number:	2146894	ORTHODONTIC CENTERS OF AMERICA
Registration Number:	2550360	ORTHODONTIC CENTERS OF AMERICA SHARE A SMILE!
Registration Number:	2616913	PROFESSIONAL SMILE SALON
Serial Number:	76571679	SINGLE-SOURCE BUSINESS SERVICES
Registration Number:	2428497	THANK YOU FOR MAKING ME SMILE

CORRESPONDENCE DATA

Fax Number: (214)745-5390

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2147455400

Email: docket@winstead.com

Correspondent Name: Winstead Sechrest & Minick P.C.

Address Line 1: P.O. Box 50784

Address Line 2: Ross Spencer Garsson

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Ross Spencer Garsson
Signature:	/Ross Spencer Garsson/
Date:	09/13/2005

Total Attachments: 54

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AMENDED AND RESTATED SECURITY AGREEMENT

AMENDED AND RESTATED SECURITY AGREEMENT (this "Agreement"), dated as of August 19, 2005, made by each of the signatories party hereto (including any permitted successors and assigns, collectively, the "Grantors" and each a "Grantor"), in favor of Bank of America, N.A., as Collateral Agent (the "Collateral Agent"), for the ratable benefit of each Secured Lender (as hereinafter defined) (the Collateral Agent, in said capacity, herein also referred to, from time to time, as the "Secured Party").

BACKGROUND.

A. Pursuant to that certain Credit Agreement dated as of January 2, 2003 (as has been and may be amended, modified, extended, renewed or replaced from time to time, the "Credit Agreement") among OCA, Inc., a Delaware corporation (the "Borrower"), the Subsidiaries of the Borrower party thereto, the Secured Lenders, Bank of America, N.A., as Administrative Agent, the L/C Issuer and the Alternate Rate Lender, JPMorgan Chase Bank, N.A. (successor by merger with Bank One, NA), as Syndication Agent and U.S. Bank, National Association, as Documentation Agent, the Secured Lenders agreed to make Loans and the L/C Issuer agreed to issue Letters of Credit upon the terms and subject to the conditions set forth therein. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Credit Agreement.

B. The parties to the Credit Agreement wish to amend the Credit Agreement and in connection therewith have agreed to grant liens in the "Collateral" covered by this Agreement to secure all of the Credit Party Obligations under the Credit Agreement.

C. It is a condition precedent to effectiveness of the Sixth Amendment to Credit Agreement and Waiver dated as of the date hereof that the Grantors shall have executed and delivered this Agreement.

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, and in order to induce certain of the Secured Lenders to continue to make the Loans under the Credit Agreement and to extend other credit accommodations under the Credit Documents, each Grantor hereby agrees with the Secured Party, for the ratable benefit of the Secured Lenders, as follows:

ARTICLE I

DEFINITIONS

1.1. Definitions. For purposes of this Agreement:

"Accession" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an accession (as defined in the UCC),

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and (whether or not included in that definition), a good that is physically united with another good in such a manner that the identity of the original good is not lost.

"Account" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an account (as defined in the UCC), and (whether or not included in such definition), a right to payment of a monetary obligation, whether or not earned by performance for property that has been or is to be sold, leased, licensed, assigned, or otherwise disposed of, and for service rendered or to be rendered, and all right, title, and interest in any returned property, together with all rights, titles, securities, and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation, and resales, and all related Liens whether voluntary or involuntary.

"Account Debtor" means any Person who is or who may become obligated to each Grantor under, with respect to or on account of an Account.

"Chattel Paper" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to chattel paper (as defined in the UCC), and (whether or not included in such definition), a Record or Records that evidence both a monetary obligation and a security interest in specific Goods, a security interest in specific Goods and Software used in the Goods, or a lease of specific Goods.

"Collateral" means all (a) Accounts, (b) Accessions, (c) Chattel Paper, (d) Commercial Tort Claims, including but not limited to the specific Commercial Tort Claims described on Schedule 7, (e) Commodity Accounts, (f) Commodity Contracts, (g) Deposit Accounts, (h) Documents, (i) Equipment, (j) Financial Assets, (k) Fixtures, (l) General Intangibles, including but not limited to those specific business service agreements described on Schedule 14, (m) Goods, (n) Intellectual Property, (o) Instruments, (p) Inventory, (q) Investment Property, (r) Letters of Credit, (s) Letter-of-Credit Rights, (t) Payment Intangibles, including but not limited to obligations owed to any Grantor (or to any Foreign Subsidiary that is not a Grantor) by any Affiliated Practice described on Schedule 4(b), (u) Permits, (v) Securities, (w) Securities Accounts, (x) Security Entitlements, (y) Software, (z) supporting obligations, (aa) cash and cash accounts, (ab) Proceeds, (ac) products, (ad) Collateral Records, (ae) Insurance, (af) Money, and (ag) Pledged Equity Interests.

"Collateral Records" shall mean books, records, ledger cards, files, correspondence, customer lists, blueprints, technical specifications, manuals, computer software, computer printouts, tapes, disks and related data processing software and similar items that at any time evidence or contain information relating to any of the Collateral or are otherwise necessary or helpful in the collection thereof or realization thereupon.

"Commercial Tort Claim" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a commercial tort claim (as defined in the UCC), and (whether or not included in such definition), all claims arising in tort with respect to which the claimant (a) is an organization, or (b) an individual and the claim (i) arose in the course of the claimant's business or profession, and (ii) does not include damages arising out of personal injury to or the death of an individual.

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"Commodity Account" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a commodity account (as defined in the UCC), and (whether or not included in such definition), an account maintained by a Commodity Intermediary in which a Commodity Contract is carried for a Commodity Customer.

"Commodity Contract" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a commodity future contract, an option on a commodity futures contract, a commodity option, or any other contract if the contract or option is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities Laws, or (b) traded on a foreign commodity board of trade, exchange, or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"Commodity Customer" means a Person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"Commodity Intermediary" means (a) a Person that is registered as a futures commission merchant under the federal commodities Laws or (b) a Person that in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities Laws.

"Copyright License" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by each such Grantor or which each such Grantor otherwise has the right to license, or granting any right to each such Grantor under any Copyright now or hereafter owned by any third party, and all rights of each such Grantor under any such agreement.

"Copyrights" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all copyright rights in any work subject to the copyright Laws of any Governmental Authority, whether as author, assignee, transferee, or otherwise, (b) all registrations and applications for registration of any such copyright in any Governmental Authority, including registrations, recordings, supplemental registrations, and pending applications for registration in any jurisdiction, and (c) all rights to use and/or sell any of the foregoing.

"Deposit Account" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a deposit account (as defined in the UCC), and (whether or not included in such definition), a demand, time, savings, passbook, or similar account maintained at a bank (as defined in the UCC).

"Document" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a document (as defined in the UCC), and (whether or not included in such definition), a document of title, bill of lading, dock warrant, dock receipt, warehouse receipt, or order for the delivery of Goods.

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"Electronic Chattel Paper" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to electronic chattel paper (as defined in the UCC), and (whether or not included in such definition), chattel paper evidenced by a Record or Records consisting of information stored in electronic medium.

"Entitlement Holder" means a Person identified in the records of a Securities Intermediary as the Person having a Security Entitlement against the Securities Intermediary. If a Person acquires a Security Entitlement by virtue of Section 8.501(b)(2) or (3) of the UCC, such Person is the Entitlement Holder.

"Equipment" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to equipment (as defined in the UCC), and (whether or not included in such definition), all Goods other than Inventory or consumer goods, and all improvements, accessions, or appurtenances thereto. The term Equipment shall include Fixtures.

"Financial Asset" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a financial asset (as defined in the UCC), and (whether or not included in such definition), (a) a Security, (b) an obligation of a Person or a share, participation or other interest in a Person or in property or an enterprise of a Person, that is, or is of a type, dealt in or traded on financial markets or that is recognized in any area in which it is issued or dealt in as a medium for investment, or (c) any property that is held by a Securities Intermediary for another Person in a Securities Account if the Securities Intermediary has expressly agreed with the other Person that the property is to be treated as a financial asset under Article 8 of the UCC. As the context requires, "Financial Asset" means either the interest itself or the means by which a Person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security, or a Security Entitlement.

"Fixtures" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to fixtures (as defined in the UCC), and (whether or not included in such definition), all Goods that have become so related to Real Property Collateral that an interest in them arises under the real property Law of the state in which the real property is situated.

"General Intangible" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a general intangible (as defined in the UCC (whether or not included in such definition), all personal property, including things in action, other than Accounts, Chattel Paper, Commercial Tort Claims, Deposit Accounts, Documents, Goods, Instruments, Investment Property, Letter-of-Credit Rights, Letters of Credit, Money, and oil, gas or other minerals before extraction.

"Goods" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to goods (as defined in the UCC), and (whether or not included in such definition), all things that are movable when a security interest attaches.

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"Governmental Authority" means any nation or government, any state or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing.

"Instrument" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an instrument (as defined in the UCC), and (whether or not included in such definition), a negotiable instrument or any other writing that evidences a right to the payment of a monetary obligation, is not itself a security agreement or lease, and is of a type that in ordinary course of business is transferred by delivery with any necessary indorsement or assignment.

"Insurance" shall mean all insurance policies covering any or all of the Collateral (regardless of whether the Secured Party is the loss payee thereof).

"Intellectual Property" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to all intellectual and similar property of every kind and nature, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, Trade Secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, Software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Inventory" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to inventory (as defined in the UCC), and (whether or not included in such definition), Goods that (a) are leased by a Person as lessor, (b) are held by a Person for sale or lease or to be furnished under a contract of service, (c) are furnished by a Person under a contract of service, or (d) consist of raw materials, work in process, or materials used or consumed in a business, including packaging materials, scrap material, manufacturing supplies and spare parts, and all such Goods that have been returned to or repossessed by or on behalf of such Person.

"Investment Property" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to investment property (as defined in the UCC), and (whether or not included in such definition), a Security (whether certificated or uncertificated), a Security Entitlement, Securities Account, and Pledged Debt.

"Letter of Credit" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a letter of credit (as defined in the UCC).

"Letter-of-Credit Right" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a letter-of-credit right (as defined in the UCC), and (whether or not included in such definition), (a) a right to payment

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or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance, and (b) the right of a beneficiary to demand payment or performance under a letter of credit.

"License" means any Patent License, Trademark License, Copyright License, or other similar license or sublicense.

"Money" shall mean "money" as defined in the UCC.

"Patent License" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by each such Grantor or which each such Grantor otherwise has the right to license, is in existence, or granting to each such Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of each such Grantor under any such agreement.

"Patents" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all letters patent of any Governmental Authority, all registrations and recordings thereof, and all applications for letters patent of any Governmental Authority, and (b) all reissues, continuations, divisions, continuations-in-part, renewals, or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Payment Intangible" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to a payment intangible (as defined in the UCC), and (whether or not included in such definition), a General Intangible under which the Account Debtor's principal obligation is a monetary obligation.

"Permit" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any authorization, consent, approval, permit, license or exemption of, registration or filing with, or report or notice to, any Governmental Authority.

"Pledged Debt" shall mean all indebtedness owed to such Grantor, the instruments evidencing such indebtedness, and all interest, cash, instruments and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such indebtedness.

"Pledged Equity Interests" shall mean all Pledged Stock, Pledged LLC Interests, Pledged Partnership Interests and Pledged Trust Interests, provided, however, notwithstanding anything herein to the contrary, the amount of pledged equity interests of any Foreign Subsidiary shall be limited to 65% of the issued and outstanding equity interests of such Foreign Subsidiary.

"Pledged LLC Interests" shall mean, with respect to each Grantor, all interests of such Grantor in any limited liability company (other than limited liability company interests of a De Minimus Subsidiary) and the certificates, if any, representing such limited liability company interests and any interest of such Grantor on the books and records of such limited liability

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company or on the books and records of any Securities Intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such limited liability company interests, provided, however, notwithstanding anything herein to the contrary, the amount of pledged limited liability company interests of any Foreign Subsidiary shall be limited to 65% of the issued and outstanding limited liability company interests of such Foreign Subsidiary.

"Pledged Partnership Interests" shall mean, with respect to each Grantor, all interests of such Grantor in any general partnership, limited partnership, limited liability partnership or other partnership (other than general partnership, limited partnership, limited liability partnership or other partnership interests of a De Minimus Subsidiary) and the certificates, if any, representing such partnership interests and any interest of such Grantor on the books and records of such partnership or on the books and records of any Securities Intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such partnership interests, provided, however, notwithstanding anything herein to the contrary, the amount of pledged general partnership, limited partnership, limited liability partnership or other partnership interests of any Foreign Subsidiary shall be limited to 65% of the issued and outstanding general partnership, limited partnership, limited liability partnership or other partnership interests of such Foreign Subsidiary.

"Pledged Stock" shall mean, with respect to each Grantor, all shares of capital stock owned by such Grantor (other than capital stock of a De Minimus Subsidiary) and the certificates, if any, representing such shares and any interest of such Grantor in the entries on the books of the issuer of such shares or on the books of any Securities Intermediary pertaining to such shares, and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such shares, provided, however, notwithstanding anything herein to the contrary, the amount of pledged capital stock of any Foreign Subsidiary shall be limited to 65% of the issued and outstanding capital stock of such Foreign Subsidiary.

"Pledged Trust Interests" shall mean, with respect to each Grantor, all interests of such Grantor in a business trust or other trust and the certificates, if any, representing such trust interests and any interest of such Grantor on the books and records of such trust or on the books and records of any Securities Intermediary pertaining to such interest and all dividends, distributions, cash, warrants, rights, options, instruments, securities and other property or proceeds from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such trust interests; provided, however, Pledged Trust Interests shall not include any Capital Stock of the Trust Subsidiary.

"Proceeds" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to proceeds (as defined in the UCC), and (whether or not included in such definition), (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Collateral, (b) whatever is collected on, or distributed on account of, the Collateral, (c) rights arising out of the Collateral, (d) claims arising

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out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to the Collateral, (e) insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to the Collateral, and (f) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

"Release Date" means the date upon which all of the Secured Obligations are paid in full, the Commitment of each Lender is terminated and all Letters of Credit have expired or terminated (or on the date which is 120 days after the Cash Collateralization of such Letters of Credit.

"Secured Lender" or "Secured Lenders" means (a) Collateral Agent, (b) Lenders, (c) L/C Issuer, (d) any Affiliate of any Lender that is a party to any Hedging Agreements (provided that such Lender was a Lender at the time such Hedging Agreements was entered into) with any Grantor or any other Subsidiary of the Borrower, and (e) the beneficiaries of each indemnification obligation undertaken by any Credit Party under any Credit Document.

"Secured Obligations" means (a) in the case of the Borrower, (i) all Credit Party Obligations, including, without limitation, all principal of and interest on the Loans, all fees, expenses, indemnities and other amounts payable by the Borrower under the Credit Agreement, this Agreement or any other Credit Document (including, in each case under this clause (i) interest accruing after the filing of a petition or commencement of a case by or with respect to the Borrower seeking relief under any applicable federal and state laws pertaining to bankruptcy, reorganization, arrangement, moratorium, readjustment of debts, dissolution, liquidation or other debtor relief, specifically including, without limitation, the Bankruptcy Code and any fraudulent transfer and fraudulent conveyance laws, whether or not the claim for such interest is allowed in such proceeding), and (ii) all liabilities and obligations of the Borrower under any Hedge Agreement required or permitted under the Credit Agreement and to which the Borrower and any Secured Lender or any Affiliate of any Secured Lender are parties (including any such Hedging Agreement with a party that subsequently ceases to be a Secured Lender or an Affiliate of a Secured Lender, which Hedging Agreement is entered into prior to the date such party ceases to be a Secured Lender or Affiliate of a Secured Lender); (b) in the case of each Grantor (not including the Borrower), all of its liabilities and obligations (if any) as a Guarantor in respect of the Credit Party Obligations; and (c) in each case under subsections (a) and (b) above, (i) all such liabilities and obligations that, but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, would become due, and (ii) all fees, costs and expenses payable by the Pledgors under Section 5.6.

"Securities Account" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to an account to which a Financial Asset is or may be credited in accordance with an agreement under which the Person maintaining the account undertakes to treat the Person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

"Securities Collateral" has the meaning specified in Section 4.8.

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"Securities Intermediary" means (a) a clearing corporation, or (b) a Person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

"Security" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations, and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the UCC.

"Security Entitlements" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to the rights and property interests as and of an Entitlement Holder with respect to a Financial Asset.

"Software" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to software (as defined in the UCC), and (whether or not included in such definition), a computer program (including both source and object code) and any supporting information provided in connection with a transaction relating to the program.

"Tangible Chattel Paper" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to tangible chattel paper (as defined in the UCC), and (whether or not included in such definition), chattel paper evidenced by a Record or Records consisting of information that is inscribed on a tangible medium.

"Trade Secrets" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to trade secrets, all know-how, inventions, processes, methods, information, data, plans, blueprints, specifications, designs, drawings, engineering reports, test reports, materials standards, processing standards and performance standards, and all Software directly related thereto, and all Licenses or other agreements to which such Grantor is a party with respect to any of the foregoing.

"Trademark License" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by such Grantor or which such Grantor otherwise has the right to license, or granting to such Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Trademarks" means all right, title, and interest of each Grantor (in each case whether now or hereafter existing, owned, arising, or acquired) in and to (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business

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names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, (c) all other assets, rights and interests that uniquely reflect or embody such goodwill, (d) all rights to use and/or sell any of the foregoing, and (e) the portion of the business to which each trademark pertains.

"UCC" means Articles 8 and 9 of the Uniform Commercial Code as in effect from time to time in the State of New York.

1.2. Other Definitional Provisions. Capitalized terms not otherwise defined herein have the meaning specified in the Credit Agreement, and, to the extent of any conflict, terms as defined in the Credit Agreement shall control (provided, that a more expansive or explanatory definition shall not be deemed a conflict).

1.3. Construction. Unless otherwise expressly provided in this Agreement or the context requires otherwise, (a) the singular shall include the plural, and *vice versa*, (b) words of a gender include the other gender, (c) monetary references are to Dollars, (d) time references are to Dallas time, (e) references to "Articles," "Sections," "Exhibits," and "Schedules" are to the Articles, Sections, Exhibits, and Schedules of and to this Agreement, (f) headings used in this Agreement are for convenience only and shall not be used in connection with the interpretation of any provision hereof, (g) references to any Person include that Person's heirs, personal representatives, successors, trustees, receivers, and permitted assigns, that Person as a debtor-in possession, and any receiver, trustee, liquidator, conservator, custodian, or similar party appointed for such Person or all or substantially all of its assets, (h) references to any Law include every amendment or restatement to it, rule and regulation adopted under it, and successor or replacement for it, (i) references to a particular Credit Document include each amendment or restatement to it made in accordance with the Credit Agreement and such Credit Document, and (j) the inclusion of Proceeds in the definition of "Collateral" shall not be deemed a consent by the Secured Lenders to any sale or other disposition of any Collateral not otherwise specifically permitted by the terms of the Credit Agreement or this Agreement. This Agreement is a Credit Document.

ARTICLE II

GRANT OF SECURITY INTEREST

2.1. Assignment and Grant of Security Interest. As security for the payment and performance, as the case may be, in full of the Secured Obligations, each Grantor hereby assigns to, and pledges and grants to Secured Party, for its benefit and the ratable benefit of the other Secured Lenders:

(a) a security interest in the entire right, title, and interest of Grantor in and to all property (except as otherwise set forth herein) of each such Grantor, whether now or hereafter existing, owned, arising or acquired, including but not limited to all Collateral (provided, the amount of equity interests of any Foreign Subsidiary pledged by such

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Grantor hereunder shall be limited to 65% of the issued and outstanding equity interests of such Foreign Subsidiary); and

(b) an irrevocable royalty-free right and license to use, upon the occurrence and during continuance of an Event of Default, the Intellectual Property worldwide and to enable Collateral Agent to exercise its rights and remedies with respect to the Collateral as Collateral Agent reasonably deems necessary or appropriate.

2.2. Grantor Remains Liable. Anything herein to the contrary notwithstanding, (a) each Grantor shall remain liable under the contracts and agreements included in such Grantor's Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by any Secured Lender of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in such Grantor's Collateral, and (c) no Secured Lender shall have any obligation or liability under the contracts and agreements included in such Grantor's Collateral by reason of this Agreement, nor shall any Secured Lender be obligated to perform any of the obligations or duties of any Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

2.3. Delivery of Security and Instrument Collateral. All certificates or Instruments constituting or evidencing the Collateral shall be delivered to and held by or on behalf of Collateral Agent pursuant hereto and shall be in suitable form for transfer by delivery, or shall be accompanied by undated and duly executed instruments of transfer or assignment in blank, all in form and substance reasonably satisfactory to Collateral Agent; provided, however, that if no Event of Default exists (a) no Grantor shall be required to deliver any instrument representing Pledged Debt if the amount of such Pledged Debt is less than [redacted] and (b) no Grantor shall be required to deliver any bills of lading, waybills, airbills or similar documents of title evidencing the receipt of Goods for shipment. If an Event of Default exists, Collateral Agent has the right, without notice to any Grantor, to transfer to or to register in the name of Collateral Agent or any of its nominees any or all of such Collateral. In addition, Collateral Agent has the right at any time, with the consent of the Borrower prior to an Event of Default, to exchange certificates or instruments representing or evidencing Collateral for certificates or instruments of smaller or larger denominations.

2.4. Agreement With Respect to Collateral. Each Grantor and Collateral Agent agree that to the extent that any of the Collateral may be deemed to be a Fixture as opposed to Equipment, Inventory, or any other form of Collateral that may be perfected by the filing of a UCC financing statement, it is the intention of Grantors and Secured Lenders that such Collateral be deemed to be Equipment, Inventory, or any other form of Collateral that may be perfected by the filing of a UCC financing statement and such Collateral not be deemed to be a Fixture.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1. Representations and Warranties. Each Grantor represents and warrants to each Secured Lender with respect to itself and the Collateral owned by it that:

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(a) This Agreement and the grant of the security interest pursuant to this Agreement in the Collateral create a valid first priority security interest (other than such Collateral that would require the execution of a control agreement for such first priority security interest) in favor of the Secured Party for the ratable benefit of the Secured Lenders in the Collateral (subject to Permitted Liens), securing the payment and performance of the Secured Obligations, and all filings and other actions necessary or desirable to perfect and protect such security interest and such priority have been duly taken (or will be taken upon each Grantor obtaining rights in Collateral after the date hereof) and, upon the filing of a UCC-1 financing statements for such Grantor, in the filing offices listed on Schedule 1, Section (g), and delivery to and continuing possession by the Collateral Agent of all certificates evidencing the Pledged Equity Interests (together with executed stock powers), all filings and other actions necessary or desirable to perfect and protect such security interest and such priority have been duly taken (or will be taken upon any Grantor obtaining rights in Collateral after the date hereof), subject, however, with respect to Proceeds, to the provisions of Section 9.315 of the UCC.

(b) Each Grantor has good and indefeasible title to, or a valid leasehold interest in, all of the Collateral free and clear of any Lien, except for Permitted Liens. No Grantor has granted a security interest or other Lien in or made an assignment of any of the Collateral (except for Permitted Liens). No Grantor has entered into nor is it or any of its property subject to any agreement limiting the ability of such Grantor to grant a Lien in any property of such Grantor, or the ability of such Grantor to agree to grant or not grant a Lien in any property of such Grantor (in each case, except as permitted by the Credit Agreement). None of the Collateral is consigned Goods or subject to any agreement of repurchase, except in the ordinary course of business, nor to Grantor's knowledge, is any Collateral subject to any material and valid dispute, defense, or counterclaim. No effective financing statement or other similar document used to perfect and preserve a security interest or other Lien under the Laws of any jurisdiction covering all or any part of the Collateral is on file in any recording office, except such as may have been filed (i) pursuant to this Agreement or other Credit Document, or (ii) relating to Permitted Liens. No Grantor has sold any interest in any of its Accounts (other than past due or doubtful Accounts assigned to third parties for collection), Chattel Paper, promissory notes, or Payment Intangibles, or consigned any material portion of its Goods.

(c) All of the Pledged Equity Interests have been duly and validly issued, and the Pledged Stock is fully paid and nonassessable. All of the Pledged Equity Interests consisting of certificated securities have been delivered to the Collateral Agent. Other than Pledged Partnership Interests and Pledged LLC Interests constituting General Intangibles, there are no Pledged Equity Interests other than that represented by certificated securities in the possession of the Collateral Agent. There are no restrictions in any Organization Document governing any Pledged Equity Interest or any other document related thereto which would limit or restrict (i) the grant of a Lien in the Pledged Equity Interests, (ii) the perfection of such Lien or (iii) the exercise of remedies in respect of such perfected Lien in the Pledged Equity Interests as contemplated by this Agreement. Upon the exercise of remedies in respect of Pledged Partnership Interests

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and Pledged LLC Interests, a transferee or assignee of a partnership interests or membership interest, as the case may be, of such partnership or limited liability company, as the case may be, shall become a partner or member, as the case may be, of such partnership or limited liability company, as the case may be, entitled to participate in the management thereof and, upon the transfer of the entire interest of such Grantor, such Grantor ceases to be a partner or member, as the case may be.

(d) Schedule 1 states the exact name of each Grantor, as such name appears in its currently effective organizational documents as filed with the appropriate authority of the jurisdiction of each Grantor's organization. Schedule 1, Section (a) states the jurisdiction of organization of each Grantor. Schedule 1, Section (b) sets forth the type of entity and each other name each Grantor has had in the past two years, together with the date of the relevant change. Except as set forth in Schedule 1, Section (c), each Grantor has not changed its identity or type of entity in any way within the past two years. Changes in identity or type of entity include mergers, consolidations, acquisitions (including both equity and asset acquisitions), and any change in the form, nature, or jurisdiction of organization. Schedules 1 and 2 contain the information required by this Section as to each acquiree or constituent party to a merger, consolidation, or acquisition within the preceding two years. Schedule 1, Section (d) states all other names (including trade, assumed, and similar names) used by each Grantor or any of its divisions or other business units at any time during the past two years. Schedule 1, Section (e) states the Federal Taxpayer Identification Number of each Grantor. Schedule 1, Section (f) states the corporate or other organizational number of each Grantor.

(e) The chief executive office of each Grantor is located at the address stated on Schedule 2, Section (a). Schedule 2, Section (b) states all locations where each Grantor maintains any books or records relating to all Accounts (with each location at which Chattel Paper, if any, is kept being indicated by an "*"). Each item of Tangible Chattel Paper, promissory notes, and other Instruments evidencing the Accounts in excess of $10,000 has been delivered and pledged to Collateral Agent duly endorsed and accompanied by such duly executed instruments of transfer or assignment as are necessary for such pledge, to be held as pledged collateral. Schedule 2, Section (c) states all locations where each Grantor maintains any Equipment or Inventory. Schedule 2, Section (d) states all the places of business of each Grantor or other locations of Collateral not identified in Schedule 2, Sections 2(a), (b), or (c). Schedule 2, Section (e) states the names and addresses of all Persons other than each Grantor who have possession of any of the Collateral or other property of each such Grantor.

(f) All Accounts have been originated by each Grantor and all Inventory has been acquired by each Grantor in the ordinary course of business.

(g) Each Grantor has exclusive possession and control of the Equipment, and Inventory pledged by it hereunder, other than Equipment temporarily out of service or out for repair and Inventory in the hands of third party processors.

(h) Schedule 3 is a complete and correct list of all the issued and outstanding stock, partnership interests, limited liability company membership interests, or other

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equity interest owned by each Grantor and the record and beneficial owners of such stock, partnership interests, membership interests or other equity interests. Also set forth on Schedule 3 is each equity investment of each Grantor that represents 50% or less of the equity of the entity in which such investment was made.

(i) Schedule 4(a) is a complete and correct list of each promissory note and other instruments evidencing indebtedness owed to and held by each Grantor (and each Subsidiary of each Grantor, including Foreign Subsidiaries that are not Grantors) in excess of $10,000 and Schedule 4(b) is a complete and correct list of each Payment Intangible owed to and held by each Grantor in excess of [redacted].

(j) Schedule 5(a) is a complete and correct list of each Trademark registration and Trademark application in which each Grantor has any interest (whether as owner, licensee, or otherwise), including the name of the registered owner and the nature of each Grantor's interest if not owned by the Grantor, the registered or applied for Trademark, the Trademark application serial and/or registration number, the date of Trademark application and/or registration, and the country or state registering the Trademark or with which the Trademark application was filed.

(k) Schedule 5(b) is a complete and correct list of each Patent in which each Grantor has any interest (either as owner or licensee), including the name of the registered owner and the nature of Grantor's interest if not owned by Grantor, the Patent number, the date of Patent issuance, and the country issuing the Patent.

(l) Schedule 5(c) is a complete and correct list of each Patent application in which each Grantor has any interest (either as owner or licensee), including the name of the Person applying to be the registered owner and the nature of each Grantor's interest if not owned by the Grantor, the Patent application number, the date of Patent application filing, and the country with which the Patent application was filed.

(m) Schedule 5(d) is a complete and correct list of each Copyright (including the related registration and Copyright application, if any) in which each Grantor has any interest (either as owner or licensee), including the name of the registered owner and the nature of Grantor's interest if the Grantor is not the owner, the title of the work which is the subject of the registered or applied for Copyright, the date of Copyright issuance, the registration number (if applicable) and the country issuing the Copyright or with which the Copyright application was filed.

(n) Schedule 5(e) is a complete and correct list of all allegations of use under Section 1(c) or 1(d) of the Trademark Act (15 U.S.C. §1051, *et seq.*) filed by each Grantor.

(o) Schedule 6 is a complete and correct list of all material Software (other than non-custom generally available Software) in which each Grantor has any interest (either as owner or licensee), including the name of the licensor and the escrow agent under the applicable Software escrow agreement (if any).

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(p) Schedule 7 is a complete and correct list of all Commercial Tort Claims in which each Grantor has any interest, including the complete case name or style, the case number, and the court or other tribunal in which the case is pending.

(q) Schedule 8 is a complete and correct list of all Deposit Accounts maintained by or in which each Grantor has any interest and correctly describes the bank in which such account is maintained (including the specific branch), the street address (including the specific branch) and ABA number of such bank, the account number, and account type.

(r) Schedule 9 is a complete and correct list of all Commodities Accounts in which each Grantor has any interest (excluding those constituting or relating exclusively to Trust Accounts only), including the complete name and identification number of the account, a description of the governing agreement, and the name and street address of the Commodity Intermediary maintaining the account.

(s) Schedule 10 is a complete and correct list of all Securities Accounts in which each Grantor has any interest (excluding those constituting or relating exclusively to Trust Accounts only), including the complete name and identification number of the account, a description of the governing agreement, and the name and street address of the Securities Intermediary maintaining the account.

(t) Schedule 11 is a complete and correct list of all letters of credit in which each Grantor has any interest (other than solely as an applicant) and correctly describes the bank which issued the letter of credit, and the letter of credit's number, issue date, expiry, and face amount.

(u) Except as set forth on Schedule 12, no consent of any other Person and no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority is required (i) for the pledge by each Grantor of the Collateral pledged by it hereunder, for the grant by each Grantor of the security interest granted hereby, or for the execution, delivery, or performance of this Agreement by each Grantor, (ii) for the perfection or maintenance of the pledge, assignment, and security interest created hereby (including the first priority nature of such pledge, assignment, and security interest) or (iii) for the enforcement of remedies by the Collateral Agent or any other Secured Lenders.

(v) Each Grantor possesses all Permits required for the operation of its business except when the failure to do so would not reasonably be expected to have a Material Adverse Effect. All such Permits of each Grantor have been duly authorized and obtained, and are in full force and effect, and each Grantor is in compliance in all material respects with all provisions thereof. No such Permit is the subject of any pending or, to each Grantor's best knowledge, threatened challenge or revocation, except where any revocation would not reasonably be expected to have a Material Adverse Effect.

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(w) Schedule 13 is a complete and correct list of all insurance policies covering losses with respect to Collateral for which each Grantor is a named insured.

(x) Schedule 14 is a complete and correct list of all business service agreements, business management agreements, outsource agreements, service agreements, consulting and business service agreements, management and business service agreements, management agreements and similar type agreement by and among each of the Grantors and the Affiliated Practices (collectively, the "Business Service Agreements").

ARTICLE IV

COVENANTS

4.1. Further Assurances.

(a) Each Grantor will, from time to time and at each Grantor's expense, promptly execute and deliver all further instruments and documents (including the delivery of certificated securities and supplements to all schedules), execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may be reasonably necessary or desirable, or as Collateral Agent may request, in order to perfect and preserve the pledge, assignment, and security interest granted or purported to be granted hereby, and take all further action that Collateral Agent may reasonably request, in order to perfect and protect any pledge, assignment, or security interest granted or purported to be granted hereby, and the priority thereof, or to enable Collateral Agent to exercise and enforce Collateral Agent's and other Secured Lenders' rights and remedies hereunder with respect to any Collateral.

(b) In addition to such other information as shall be specifically provided for herein, each Grantor shall furnish to Collateral Agent such other information with respect to the Collateral as Collateral Agent may reasonably request.

(c) Each Grantor authorizes Collateral Agent to (i) file one or more financing or continuation statements, and amendments thereto, and such patent or trademark filings relating to all or any part of the Collateral without the authentication of any Grantor where permitted by Law, and (ii) indicate the Collateral on any financing statement as all assets of such Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction. A photocopy or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by Law. Each Grantor ratifies its execution and delivery of, and the filing of, any financing statement and such patent or trademark filings describing any of the Collateral which was filed prior to the date of this Agreement.

(d) Each Grantor shall pay promptly when due all taxes, assessments, and governmental charges or levies imposed upon, and all claims (including claims for labor, materials, and supplies) against, the Collateral except such taxes, assessments and

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governmental charges or levies as are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP.

(e) Each Grantor will not, and will not permit any Person to, revise, modify, amend, or restate the Organization Documents of any Person the equity interests in which is Pledged equity interests in a manner that adversely affects the security interest of the Secured Party therein except as permitted by the Credit Agreement, or terminate, cancel, or dissolve any such Person except as permitted by the Credit Agreement.

(f) Each Grantor shall cooperate to determine what may or shall be required to satisfy the Laws throughout the world with respect to the recordation and validation of the license of Intellectual Property, or otherwise to render this Agreement and the Intellectual Property effective, and shall execute all documents which Collateral Agent reasonably determines to be necessary or desirable to implement this subsection, including registered user statements or other documents suitable for filing with the appropriate Governmental Authorities.

4.2. Place of Perfection; Records; Collection of Accounts, Chattel Paper and Instruments.

(a) No Grantor shall change the jurisdiction of its organization from the jurisdiction specified in Schedule 1, Section (a), its type of entity from the type of entity specified in Schedule 1, Section (b), or its name from the name specified in Schedule 1, unless the appropriate Grantor has delivered to Collateral Agent 30 days prior written notice and taken such actions as Collateral Agent may reasonably require with respect to such change. Each Grantor shall keep its chief executive office at the address specified in Schedule 2, Section (a), and the office where it keeps its records concerning the Accounts, and the originals of all Chattel Paper and Instruments, at the address specified in Schedule 2, Section (b), unless the appropriate Grantor has delivered to Collateral Agent 30 days prior written notice and taken such actions as Collateral Agent may reasonably require with respect to such change. Each Grantor will hold and preserve such records and Chattel Paper and Instruments and will permit representatives of Collateral Agent at any time during normal business hours to inspect and make abstracts from and copies of such records and Chattel Paper and Instruments.

(b) Except as otherwise provided in this Section 4.2(b), each Grantor shall continue to collect, at its own expense, all amounts due or to become due each Grantor under the Accounts, Chattel Paper, Payment Intangibles and Instruments. In connection with such collections, each Grantor may take (and, at Collateral Agent's direction, shall take) such action as each such Grantor or Collateral Agent may deem necessary or advisable to enforce collection of the Accounts, Chattel Paper, Payment Intangibles and Instruments; provided, however, that Collateral Agent shall have the right, if an Event of Default exists and is continuing, without notice to any Grantor, to notify the Account Debtors or obligors under any Accounts, Chattel Paper, Payment Intangibles and Instruments of the assignment of such Accounts, Chattel Paper, Payment Intangibles and Instruments to Collateral Agent and to direct such Account Debtors or obligors to make

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payment of all amounts due or to become due to each Grantor thereunder directly to Collateral Agent and, at the expense of each Grantor, to enforce collection of any such Accounts, Chattel Paper, Payment Intangibles and Instruments, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as each Grantor might have done or as Collateral Agent deems appropriate. If any Event of Default has occurred and is continuing and upon notice to the Borrower and the applicable Grantor, all amounts and proceeds (including Instruments) received by each Grantor in respect of the Accounts, Chattel Paper, Payment Intangibles and Instruments shall be received in trust for the benefit of Collateral Agent hereunder, shall be segregated from other funds and property of each Grantor and shall be forthwith paid or delivered over to Collateral Agent in the same form as so received (with any necessary indorsement) to be held as cash collateral, thereafter to be applied as provided in the Credit Agreement. Each Grantor shall not adjust, settle, or compromise the amount or payment of any Account, Chattel Paper, Payment Intangibles or Instrument, release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon, except in the ordinary course of business or as permitted under the Credit Agreement.

4.3. Chattel Paper and Instruments. (a) Each Grantor will: (i) mark conspicuously each Tangible Chattel Paper and each of its Records pertaining to the Collateral with the following legend:

THIS *[INSTRUMENT]*[OTHER RECORD]* IS SUBJECT TO THE SECURITY INTEREST AND LIEN PURSUANT TO THE AMENDED AND RESTATED SECURITY AGREEMENT DATED AUGUST 19, 2005 (AS THE SAME MAY BE MODIFIED OR RESTATED) MADE BY *[GRANTOR]*, IN FAVOR OF BANK OF AMERICA, N.A., AS COLLATERAL AGENT.

or such other legend, in form and substance satisfactory to and as specified by Collateral Agent, indicating that such Tangible Chattel Paper or Collateral is subject to the pledge, assignment, and security interest granted hereby; and (ii) if any Collateral shall be or be evidenced by a promissory note or other Instrument or be Tangible Chattel Paper, deliver and pledge to Collateral Agent hereunder such note, Instrument, or Chattel Paper duly indorsed and accompanied by duly executed instruments of transfer or assignment, all in form and substance satisfactory to Collateral Agent.

(b) Upon written request of Collateral Agent, each Grantor will take all actions reasonably necessary to establish in Collateral Agent control (as that term is defined in the UCC) with respect to all Electronic Chattel Paper.

4.4. Deposit Accounts, Securities Accounts and Letter-of-Credit Rights. No Grantor shall establish or maintain any (a) Deposit Account or similar bank account not listed on Schedule 8, (b) Commodity Account not listed on Schedule 9 or (c) Securities Account not listed on Schedule 10, in each case, other than those constituting or relating exclusively to Trust Accounts, unless such Grantor delivers to Collateral Agent notice of the establishment of such Deposit Account, Commodity Account or Securities Account, respectively, (i) prior to such establishment, if an Event of Default exists, and (ii) not later than 15 days after such

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establishment, if no Event of Default exists. Upon written request of Collateral Agent, each Grantor shall execute and deliver to Collateral Agent assignments of each Deposit Account, Commodity Account and Securities Account in such form as Collateral Agent may reasonably request, and cause the bank, Commodity Intermediary or Securities Intermediary, as appropriate, in which such account will be maintained, to deliver to Collateral Agent acknowledgments of the assignment of such account in form and substance satisfactory to Collateral Agent, and take all actions necessary to establish in Collateral Agent control (as that term is defined in the UCC) with respect to such Deposit Account, Commodity Account or Securities Account. Upon written request of Collateral Agent, each Grantor will take all actions necessary to establish in Collateral Agent control (as that term is defined in the UCC) with respect to each Letter-of-Credit Right. No Grantor shall obtain or maintain any interest in any Securities Entitlement other than Securities Entitlements held in and subject to a Securities Account (other than one constituting or relating exclusively to a Trust Account) with respect to which each Grantor has complied with this Section 4.4.

4.5. Equipment and Fixtures. Each Grantor shall cause its Equipment and Fixtures to be maintained and preserved in good condition, repair, and working order, ordinary wear and tear excepted, and shall forthwith, or in the case of any loss or damage to any of the Equipment or Fixtures as quickly as practicable after the occurrence thereof, make or cause to be made all repairs, replacements, and other improvements in connection therewith which are necessary or desirable to such end except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

4.6. Patents, Trademarks, and Copyrights.

(a) Each Grantor shall ensure that an acknowledgment (approved in form and substance by Collateral Agent) containing a description of all Collateral consisting of Intellectual Property shall have been received and recorded by the United States Patent and Trademark Office within one month after the execution of this Agreement with respect to United States Patents and Trademarks and by the United States Copyright Office within one month after the execution of this Agreement with respect to United States registered Copyrights pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205, and otherwise as may be required by Collateral Agent pursuant to the Laws of any other necessary jurisdiction to the extent that the revenue generated and/or received by the Grantors in any foreign jurisdiction during any year exceeds $100,000, to protect the validity of and to establish a legal, valid, and perfected security interest in favor of Secured Party in respect of all Collateral consisting of Patents, Trademarks, and Copyrights in which a security interest may be perfected by filing, recording, or registration in the United States and its territories and possessions, or in such other jurisdictions as may be required by Collateral Agent, and no further or subsequent filing, refiling, recording, rerecording, registration, or reregistration is necessary (other than such actions as are necessary to perfect the security interest with respect to any Collateral consisting of Patents, Trademarks, and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

(b) No Grantor (either itself or through licensees or sublicensees) will do any act, or omit to do any act, whereby any Patent may become invalidated or dedicated to

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the public, and shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable Laws.

(c) Each Grantor (either itself or through licensees or sublicensees) will, for each registered Trademark, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use; (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of United States federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable Law, and (iv) not use or permit the use of such Trademark in violation of any third party rights.

(d) Each Grantor (either itself or through licensees or sublicensees) will, for each work covered by a Copyright, continue to publish, reproduce, display, adopt, and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable Laws.

(e) Each Grantor shall notify Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark, or Copyright may become abandoned, lost, or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any jurisdiction) regarding Grantor's ownership of any Patent, Trademark, or Copyright, its right to register the same, or to keep and maintain the same.

(f) In no event shall any Grantor, either itself or through any agent, employee, licensee, or designee, file an application for any Patent, Trademark, or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any jurisdiction, unless it informs Collateral Agent within 15 Business Days of such filing, and, upon request of Collateral Agent, executes and delivers any and all agreements, instruments, documents, and papers as Collateral Agent may request to evidence Collateral Agent's and Secured Lenders' security interest in such Patent, Trademark, or Copyright, and each Grantor hereby appoints Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes.

(g) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any other jurisdiction as may be required by Collateral Agent, to maintain and pursue each application relating to the Patents, Trademarks, and/or Copyrights (and to obtain the relevant grant or registration), and to maintain each issued Patent and each registration of the Trademarks and Copyrights, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference, and cancellation proceedings against third parties.

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(h) If any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark, or Copyright has been or is about to be infringed, misappropriated, or diluted by a third party, each such Grantor promptly shall notify Collateral Agent and shall, if consistent with good business judgment, unless such Grantor shall reasonably determine that such Patent, Trademark or Copyright is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(i) Upon written request of Collateral Agent, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License, or Trademark License to effect the assignment of all of each Grantor's right, title, and interest thereunder to Collateral Agent or its designee.

(j) In no event shall any Grantor acquire or purchase any Patent, registered Trademark, or registered Copyright unless it informs Collateral Agent within 15 Business Days of such purchase or acquisition, and, upon request of Collateral Agent, executes and delivers any and all agreements, instruments, documents, and papers as Collateral Agent may reasonably request to evidence Collateral Agent's and Secured Lenders' security interest in such purchased or acquired Patent, registered Trademark, or registered Copyright. Each Grantor hereby appoints Collateral Agent as its attorney-in-fact to execute and file any evidence of Collateral Agent's security interest and Lien in any such Patent, registered Trademark, or registered Copyright (or for the application for any Patent or registration of any Copyright) with the United States Patent and Trademark Office, United States Copyright Office, or any Governmental Authority in any other jurisdiction as may be reasonably required by Collateral Agent, in connection with such purchase or acquisition of any Patent, registered Trademark, or registered Copyright.

(k) The parties acknowledge and agree that the Intellectual Property is the sole and exclusive property of each applicable Grantor, subject to the terms and conditions stated in this Agreement. Other than in connection with any security interest in the Intellectual Property that any Grantor has granted to Secured Party, or any rights and remedies of Secured Lenders under applicable Law, neither Collateral Agent nor any other Secured Lender shall challenge any Grantor's ownership of the Intellectual Property. Each Grantor expressly retains all rights, prior to the occurrence of an Event of Default, to license third parties to use the Intellectual Property for any purpose whatsoever not in violation of the Credit Documents and which are not exclusive as to prevent Collateral Agent from using any of the Intellectual Property.

(l) The license granted to Collateral Agent hereunder shall include the right of Collateral Agent to grant sublicenses to others to use the Intellectual Property if an Event of Default exists, and to enable such sublicensees to exercise any rights and remedies of Secured Lenders with respect to the Collateral, as Collateral Agent reasonably deems necessary or appropriate in the exercise of the rights and remedies of Secured Lenders. In any country where sublicenses are incapable of registration or where registration of a sublicense will not satisfactorily protect the rights of Grantor and

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Collateral Agent, Collateral Agent shall also have the right to designate other parties as direct licensees of Grantor to use the Intellectual Property if an Event of Default exists and to enable such direct licensees to exercise any rights and remedies of Secured Lenders as such licensees reasonably deem necessary or appropriate and Grantor agrees to enter into direct written licenses with the parties as designated on the same terms as would be applicable to a sublicense, and any such direct license may, depending on the relevant local requirements, be either (a) *in lieu* of a sublicense or (b) supplemental to a sublicense. In either case, the parties hereto shall cooperate to determine what shall be necessary or appropriate in the circumstances. For each sublicense to a sublicensee and direct license to a licensee, Grantor appoints Collateral Agent its agent for the purpose of exercising quality control over the sublicensee. Grantor shall execute this Agreement in any form, content and language suitable for recordation, notice and/or registration in all available and appropriate agencies of foreign countries as Collateral Agent may require.

(m) In connection with the assignment or other transfer (in whole or in part) of its obligations to any other Person, Collateral Agent may assign the license granted herein without Grantor's consent and upon such assignment or transfer such other Person shall thereupon become vested with all rights and benefits in respect thereof granted to Collateral Agent under this Agreement (to the extent of such assignment or transfer).

(n) The parties hereto shall take reasonable action to preserve the confidentiality of the Intellectual Property; provided, that Collateral Agent shall not have any liability to any Person for any disclosure of the Intellectual Property upon and after any realization upon Collateral.

(o) Notwithstanding any other provisions of this Agreement, nothing herein obligates any Grantor to pursue registration or other protection of, and any Grantor may abandon, relinquish, withdraw or release, any Intellectual Property determined by such Grantor as not in any way material to the conduct of its business or operations.

4.7. Rights to Dividends and Distributions. With respect to any certificates, bonds, or other Instruments or Securities constituting a part of the Collateral, Collateral Agent shall have authority if an Event of Default exists and is continuing, either to have the same registered in Collateral Agent's name or in the name of a nominee, and, with or without such registration, to demand of the issuer thereof, and to receive and receipt for, any and all dividends (including any stock or similar dividend or distribution) payable in respect thereof, whether they be ordinary or extraordinary. Collateral Agent shall send to the respective Grantor notice of Agent's election to take any action described in the preceding sentence; provided any failure of any Grantor to receive any such notice shall not invalidate any action taken by Collateral Agent or impair any of its rights. If any Grantor shall become entitled to receive or shall receive any interest in or certificate (including, without limitation, any interest in or certificate representing a dividend or a distribution in connection with any reclassification, increase, or reduction of capital, or issued in connection with any reorganization), or any option or rights arising from or relating to any of the Collateral, whether as an addition to, in substitution of, as a conversion of, or in exchange for any of the Collateral, or otherwise, each Grantor agrees to accept the same as Collateral Agent's agent and to hold the same in trust on behalf of and for the benefit of Collateral Agent, and to deliver the same immediately to Collateral Agent in the exact form received, with appropriate

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undated stock or similar powers, duly executed in blank, to be held by Collateral Agent, subject to the terms hereof, as Collateral. Unless an Event of Default exists, each Grantor shall be entitled to receive all cash dividends and distributions paid in respect of any of the Collateral (subject to the restrictions of any other Credit Document). Collateral Agent shall be entitled to all dividends and distributions, and to any sums paid upon or in respect of any Collateral, upon the liquidation, dissolution, or reorganization of the issuer thereof (except those constituting Dispositions permitted under the Credit Agreement) which shall be paid to Collateral Agent to be held by it as additional collateral security for and application to the Secured Obligations at the discretion of Collateral Agent. All dividends paid or distributed in respect of the Collateral which are received by any Grantor in violation of this Agreement shall, until paid or delivered to Collateral Agent, be held by each Grantor in trust as additional Collateral for the Secured Obligations.

4.8. Right of Collateral Agent to Notify Issuers. If an Event of Default exists and is continuing and at such other times as Collateral Agent is entitled to receive dividends and other property in respect of or consisting of any Collateral which is or represents an equity or ownership interest in any Person ("Securities Collateral"), Collateral Agent may notify issuers of the Securities Collateral to make payments of all dividends and distributions directly to Collateral Agent and Collateral Agent may take control of all Proceeds of any Securities Collateral. Until Collateral Agent elects to exercise such rights, if an Event of Default exists, each Grantor, as agent of Collateral Agent, shall collect and segregate all dividends and other amounts paid or distributed with respect to the Securities Collateral.

4.9. Insurance. Each Grantor shall, at its own expense, maintain insurance in accordance with the terms set forth in Credit Agreement. All such policies of insurance insuring the Equipment and Inventory shall be written for the benefit of Collateral Agent for itself and the other Secured Lenders and each Grantor, as their interests may appear, and shall provide for at least thirty Business Days' prior written notice of cancellation to Collateral Agent. Upon reasonable request by Collateral Agent, each Grantor shall promptly furnish to Collateral Agent evidence of such insurance in form and content satisfactory to Collateral Agent. If any Grantor fails to perform or observe any applicable covenants as to insurance, Collateral Agent may at its option obtain insurance on only Secured Lenders' interest in the Equipment and Inventory, any premium thereby paid by Collateral Agent to become part of the Secured Obligations, bear interest prior to the existence of an Event of Default, at the then applicable Base Rate, and during the existence of an Event of Default, at the Highest Lawful Rate. If Collateral Agent maintains such substitute insurance, the premium for such insurance shall be due on demand and payable by the applicable Grantor to Collateral Agent. Each Grantor grants and appoints Collateral Agent its attorney-in-fact to endorse any check or draft that may be payable to each such Grantor in order to collect any payments in respect of insurance, including any refunds of unearned premiums in connection with any cancellation, adjustment, or termination of any policy of insurance. Any such sums collected by Collateral Agent shall be credited, except to the extent applied to the purchase by Collateral Agent of similar insurance, to any amounts then owing on the Secured Obligations in accordance with the Credit Agreement.

4.10. Transfers and Other Liens. No Grantor shall (a) Dispose of any of the Collateral, except as permitted under the Credit Agreement and the other Credit Documents, or (b) create or permit to exist any Lien upon or with respect to any of the Collateral, except for Permitted Liens.

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4.11. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints Collateral Agent Grantor's attorney-in-fact, with full authority in the place and stead of each Grantor and in the name of each Grantor or otherwise to take any action and to execute any instrument which Collateral Agent may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation (provided that the actions listed in each clause below other than the obtainment and adjustment of insurance may only be taken or exercised if an Event of Default exists):

(a) to obtain and adjust insurance required to be paid to Collateral Agent pursuant to Section 4.9;

(b) to ask, demand, collect, sue for, recover, compromise, receive, and give acquittance and receipts for moneys due and to become due under or in connection with the Collateral;

(c) to receive, indorse, and collect any drafts or other Instruments, Documents, and Chattel Paper, in connection therewith; and

(d) to file any claims or take any action or institute any proceedings which Collateral Agent may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce compliance with the terms and conditions of any Collateral or the rights of Collateral Agent with respect to any of the Collateral. **EACH GRANTOR HEREBY IRREVOCABLY GRANTS TO COLLATERAL AGENT EACH SUCH GRANTOR'S PROXY (EXERCISABLE IF AN EVENT OF DEFAULT EXISTS) TO VOTE ANY SECURITIES COLLATERAL AND APPOINTS COLLATERAL AGENT EACH SUCH GRANTOR'S ATTORNEY-IN-FACT TO PERFORM ALL OBLIGATIONS OF GRANTOR UNDER THIS AGREEMENT AND TO EXERCISE ALL OF COLLATERAL AGENT'S AND EACH OTHER SECURED PARTY'S RIGHTS HEREUNDER. THE PROXY AND EACH POWER OF ATTORNEY HEREIN GRANTED, AND EACH STOCK POWER AND SIMILAR POWER NOW OR HEREAFTER GRANTED (INCLUDING ANY EVIDENCED BY A SEPARATE WRITING), ARE COUPLED WITH AN INTEREST AND ARE IRREVOCABLE PRIOR TO FINAL PAYMENT IN FULL OF THE SECURED OBLIGATIONS.**

4.12. Dilution of Ownership. As to any Pledged Equity Interests, unless otherwise permitted by the Credit Agreement, no Grantor will consent to or approve of the issuance of (a) any additional shares of any class of equity interests of such issuer (unless immediately upon issuance additional equity interests are pledged and delivered to the Collateral Agent pursuant to the terms hereof to the extent necessary to give Secured Party a security interest after such issuance in at least the same percentage of such issuer's outstanding securities or other equity interest as Secured Party had before such issuance), (b) any instrument convertible voluntarily by the holder thereof or automatically upon the occurrence or non-occurrence of any event or condition into, or exchangeable for, any such securities or other equity interests, or (c) any warrants, options, contracts or other commitments entitling any third party to purchase or otherwise acquire any such securities or other equity interests.

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4.13. Restrictions on Securities. No Grantor will enter into any agreement creating, or otherwise permit to exist, any restriction or condition upon the transfer, voting or control of any Pledged Equity Interests, except as (a) consented to in writing by the Secured Party, (b) required by provisions of applicable Securities Laws or state securities Laws (which provisions are subject to Laws that expressly prohibit waiver of such provision), or (c) otherwise permitted by the Credit Agreement. No issuer of any Pledged Equity Interests, which is either a partnership or limited liability company, shall amend or restate its partnership agreement or certificate of organization or operating agreement, respectively, or other governance document, to provide that any equity interest of such Issuer is a security governed by Article 8 of the Code or permit any equity interest of such issuer to be evidenced by a certificate or other instrument. Nothing in this Agreement conveys to Collateral Agent or any other Secured Lender any direct or indirect interest in or control over any Trust Account or the assets therein.

ARTICLE V

RIGHTS AND POWERS OF SECURED PARTIES.

5.1. Collateral Agent May Perform. If any Grantor fails to perform any agreement contained herein, Collateral Agent may itself perform, or cause performance of, such agreement, and the reasonable expenses of Collateral Agent incurred in connection therewith shall be payable by each such Grantor under Section 5.6.

5.2. Collateral Agent's Duties. The powers conferred on Collateral Agent hereunder are solely to protect Secured Lenders' interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by Secured Lenders hereunder, neither Collateral Agent nor any other Secured Lender shall have any duty as to any Collateral, as to ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders, or other matters relative to any Collateral, whether or not Collateral Agent or any other Secured Lender has or is deemed to have knowledge of such matters, or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any reasonable care in the custody and preservation of any Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Collateral Agent accords its own property. Except as provided in this Section 5.2, neither Collateral Agent nor any other Secured Lender shall have any duty or liability to protect or preserve any Collateral or to preserve rights pertaining thereto. Nothing contained in this Agreement shall be construed as requiring or obligating Collateral Agent or any other Secured Lender, and neither Collateral Agent nor any other Secured Lender shall be required or obligated, to (a) present or file any claim or notice or take any action, with respect to any Collateral or in connection therewith or (b) notify any Grantor of any decline in the value of any Collateral.

5.3. Remedies. If an Event of Default exists:

(a) Collateral Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it or any other Secured Lender pursuant to any applicable Law, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected

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Collateral), and also may require each Grantor to, and each Grantor will at its expense and upon request of Collateral Agent forthwith, assemble all or part of the Collateral as directed by Collateral Agent and make it available to Collateral Agent at a place to be designated by Collateral Agent which is reasonably convenient to both parties at public or private sale, at any of Collateral Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Collateral Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notice of sale shall be required by Law, ten days' notice to each Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All cash proceeds received by Collateral Agent upon any sale of, collection of, or other realization upon, all or any part of the Collateral shall be applied as set forth in Section 9.03 of the Credit Agreement.

(c) All payments received by each Grantor under or in connection with any Collateral shall be received in trust for the benefit of Collateral Agent, shall be segregated from other funds of each such Grantor, and shall be forthwith paid over to Collateral Agent in the same form as so received (with any necessary indorsement).

(d) Because of the Securities Act of 1933, as amended ("Securities Act"), and other Laws, including without limitation state "blue sky" Laws, or contractual restrictions or agreements, there may be legal restrictions or limitations affecting Collateral Agent in any attempts to dispose of the Collateral and the enforcement of rights under this Agreement. For these reasons, Collateral Agent is authorized by each Grantor, but not obligated, if any Event of Default exists, to sell or otherwise dispose of any of the Collateral at private sale, subject to an investment letter, or in any other manner which will not require the Collateral, or any part thereof, to be registered in accordance with the Securities Act, or any other Law. Collateral Agent is also hereby authorized by each Grantor, but not obligated, to take such actions, give such notices, obtain such consents, and do such other things as Collateral Agent may deem required or appropriate under the Securities Act or other securities Laws or other Laws or contractual restrictions or agreements in the event of a sale or disposition of any Collateral. Each Grantor understands that Collateral Agent may in its discretion approach a restricted number of potential purchasers and that a sale under such circumstances may yield a lower price for the Collateral than would otherwise be obtainable if same were registered and/or sold in the open market. No sale so made in good faith by Collateral Agent shall be deemed to be not "commercially reasonable" because so made. Each Grantor agrees that if an Event of Default exists, and Collateral Agent sells the Collateral or any portion thereof at any private sale or sales, Collateral Agent shall have the right to rely upon the advice and opinion of appraisers and other Persons, which appraisers and other Persons are acceptable to Collateral Agent, as to the best price reasonably obtainable upon such a private sale thereof. In the absence of bad faith or gross negligence, such reliance shall

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be *prima facie* evidence that Collateral Agent and the other Secured Lenders handled such matter in a commercially reasonable manner under applicable Law.

(e) After notice to Grantor, Collateral Agent and such Persons as Collateral Agent may reasonably designate shall have the right, at Grantor's own cost and expense, to verify under reasonable procedures, the validity, amount, quality, quantity, value, condition, and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Lender.

(f) For purposes of enabling Collateral Agent to exercise rights and remedies under this Agreement, each Grantor grants (to the extent not otherwise prohibited by a license with respect thereto) to Collateral Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor or any other Person, provided, that if the license granted to Collateral Agent is a sublicense, each Grantor shall be solely responsible for, and indemnify Collateral Agent against, any royalty or other compensation payable to Grantor's licensor or other Person) to use, if an Event of Default exists, all of Grantor's Software, and including in such license reasonable access to all media in which any of the licensed items may be recorded and all related manuals.

(g) For the purpose of enabling Collateral Agent to exercise rights and remedies under this Agreement, each Grantor grants (to the extent not otherwise prohibited by a license with respect thereto) to Collateral Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor or any other Person) to use, license, or sub-license, if an Event of Default exists, any of the Collateral consisting of Intellectual Property and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all Software used for the use, compilation, or printout thereof. In connection therewith, each Grantor shall execute and deliver a license agreement to Collateral Agent to evidence the grant of such license. The use of such license by Collateral Agent shall be exercised, at the option of Collateral Agent, if an Event of Default exists; provided that any license, sub-license, or other transaction entered into by Collateral Agent in accordance herewith shall be binding upon each Grantor notwithstanding any subsequent cure of an Event of Default; provided further, Collateral Agent shall use reasonable efforts to limit the duration of each such license or sub-license to the time period ending upon the cure of such Event of Default in accordance with the Credit Documents.

5.4. Appointment of Receiver or Trustee. In connection with the exercise of Secured Lenders' rights under this Agreement or any other Credit Document, Collateral Agent may, if an Event of Default exists resulting in the acceleration of any of the Secured Obligations or following any Credit Party's failure to pay any of the Secured Obligations at maturity, obtain the appointment of a receiver or trustee to assume, upon receipt of all necessary judicial or other Governmental Authority consents or approvals, control of or ownership of any Permits. Such

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receiver or trustee shall have all rights and powers provided to it by Law or by court order or provided to Collateral Agent under this Agreement or any other Credit Document. Upon the appointment of such trustee or receiver, each Grantor shall cooperate, to the extent necessary or appropriate, in the expeditious preparation, execution, and filing of an application to any Governmental Authority or for consent to the transfer of control or assignment of each Grantor's Permits to the receiver or trustee.

5.5. Further Approvals Required.

(a) In connection with the exercise by Collateral Agent of rights under this Agreement that affects the disposition of or use of any Collateral, it may be necessary to obtain the prior consent or approval of Governmental Authorities and other Persons to a transfer or assignment of Collateral. In connection with the exercise by Collateral Agent or any other Secured Lender of its rights relating to the disposition of or operation under any Permit, it may be necessary to obtain the prior consent or approval of other Governmental Authority, or other Persons to the exercise of rights with respect to the Collateral. If an Event of Default exists, each Grantor shall execute, deliver, and file, and hereby appoints (to the extent not prohibited by applicable Law) Collateral Agent as its attorney, to execute, deliver, and file on Grantor's behalf and in Grantor's name, all applications, certificates, filings, instruments, and other documents (including without limitation any application for an assignment or transfer of control or ownership) that may be necessary or appropriate, in Collateral Agent's opinion, to obtain such consents or approvals. Each Grantor shall use its best efforts to obtain such consents or approvals if an Event of Default exists and Collateral Agent so requests. Each Grantor acknowledges that there is no adequate remedy at law for failure by it to comply with the provisions of this Section 5.5(a) and that such failure would not be adequately compensable in damages, and therefore agrees that this Section 5.5(a) may be specifically enforced.

(b) Each Grantor shall, if an Event of Default exists, execute, deliver, and file, and hereby appoints Collateral Agent as its attorney-in-fact, to, if an Event of Default exists, execute, deliver, and file on Grantor's behalf and in Grantor's name, all applications, certificates, filings, instruments, and other documents (including without limitation any application for an assignment or transfer of control or ownership) that may be reasonably necessary or appropriate, in Collateral Agent's opinion, to obtain the consents, waivers, or approvals described in Section 5.5(a). Each Grantor shall use its best efforts to obtain the foregoing consents, waivers, and approvals upon the request of Collateral Agent when an Event of Default exists. Each Grantor acknowledges that there is no adequate remedy at Law for failure by it to comply with the provisions of this Section 5.5(b) and that such failure would not be adequately compensable in damages, and therefore agrees that this Section 5.5(b) may be specifically enforced.

5.6. INDEMNITY AND EXPENSES

(a) EACH GRANTOR SHALL INDEMNIFY (WHICH SHALL BE PAYABLE FROM TIME TO TIME ON DEMAND) SECURED LENDERS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, AND LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) GROWING OUT OF OR

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RESULTING FROM THIS AGREEMENT (INCLUDING ENFORCEMENT OF THIS AGREEMENT), EXPRESSLY **INCLUDING SUCH CLAIMS, LOSSES, OR LIABILITIES ARISING OUT OF MERE NEGLIGENCE OF ANY SECURED PARTY, EXCEPT CLAIMS, LOSSES, OR LIABILITIES RESULTING FROM ANY SECURED LENDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.**

(b) EACH GRANTOR WILL UPON DEMAND PAY TO COLLATERAL AGENT (AND EACH SUB-AGENT THEREOF) AND THEIR RESPECTIVE RELATED PARTIES THE AMOUNT OF ANY AND ALL REASONABLE EXPENSES, INCLUDING THE REASONABLE FEES AND EXPENSES OF ITS COUNSEL AND OF ANY EXPERTS AND AGENTS, WHICH COLLATERAL AGENT (AND EACH SUB-AGENT THEREOF) AND THEIR RESPECTIVE RELATED PARTIES MAY INCUR IN CONNECTION WITH THE ADMINISTRATION OF THIS AGREEMENT.

(c) EACH GRANTOR WILL UPON DEMAND PAY TO COLLATERAL AGENT (AND EACH SUB-AGENT THEREOF), EACH OTHER SECURED LENDER AND THEIR RESPECTIVE RELATED PARTIES THE AMOUNT OF ANY AND ALL EXPENSES, INCLUDING THE FEES AND EXPENSES OF ITS COUNSEL AND OF ANY EXPERTS AND AGENTS, WHICH COLLATERAL AGENT (AND EACH SUB-AGENT THEREOF), SUCH OTHER SECURED LENDER AND THEIR RESPECTIVE RELATED PARTIES MAY INCUR IN CONNECTION WITH (I) THE CUSTODY, PRESERVATION, USE OR OPERATION OF, OR THE SALE OF, COLLECTION FROM, OR OTHER REALIZATION UPON, ANY OF THE COLLATERAL, (II) THE EXERCISE OR ENFORCEMENT OF ANY OF THE RIGHTS OF ANY SECURED LENDER HEREUNDER, OR (III) THE FAILURE BY GRANTOR TO PERFORM OR OBSERVE ANY OF THE PROVISIONS HEREOF.

ARTICLE VI

MISCELLANEOUS

6.1. Maximum Liability. Anything in this Agreement to the contrary notwithstanding, the obligations of each Grantor (other than Borrower) hereunder shall be limited to a maximum aggregate amount equal to the largest amount that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any applicable provisions of comparable Law (collectively, the "Fraudulent Transfer Laws"), in each case after giving effect to all other liabilities of each Grantor, contingent or otherwise, that are relevant under the Fraudulent Transfer Laws (specifically excluding, however, any liabilities of each Grantor in respect of intercompany indebtedness to other Loan Parties or Affiliates of other Loan Parties to the extent that such indebtedness would be discharged in an amount equal to the amount paid or property conveyed by each Grantor under the Credit Documents) and after giving effect as assets, subject to Section 6.2, to the value (as determined under the applicable provisions of the Fraudulent Transfer Laws) of any rights to subrogation or contribution of each Grantor pursuant to

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(a) applicable Law or (b) any agreement providing for an equitable allocation among each Grantor and other Loan Parties of obligations arising under the Credit Documents.

6.2. Waiver of Subrogation. No Grantor shall assert, enforce, or otherwise exercise (a) any right of subrogation to any of the rights or Liens of any Secured Lender or any other beneficiary against any other Credit Party or any Collateral or other security, or (b) any right of recourse, reimbursement, contribution, indemnification, or similar right against any other Credit Party on all or any part of the Obligations or any other Credit Party, and each Grantor hereby waives any and all of the foregoing rights and the benefit of, and any right to participate in, and Collateral or other security given to or for the benefit of any Secured Lender or any other beneficiary to secure payment of the Obligations. This Section 6.2 shall survive the termination of this Agreement, and any satisfaction and discharge of each Grantor by virtue of any payment, court order, or Law.

6.3. Cumulative Rights. All rights of Collateral Agent and each other Secured Lender under the Credit Documents are cumulative of each other and of every other right which Collateral Agent and each other Secured Lender may otherwise have at Law or in equity or under any other agreement. The exercise of one or more rights shall not prejudice or impair the concurrent or subsequent exercise of other rights.

6.4. Amendments; Waivers. Any term, covenant, agreement, or condition of this Agreement may be amended, and any right under this Agreement may be waived, if, but only if, such amendment or waiver is in writing and is signed by Collateral Agent and, in the case of an amendment, by each Grantor. Unless otherwise specified in such waiver, a waiver of any right under this Agreement shall be effective only in the specific instance and for the specific purpose for which given. No election not to exercise, failure to exercise or delay in exercising any right, nor any course of dealing or performance, shall operate as a waiver of any right of any Secured Lender under this Agreement or applicable Law, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right of any Secured Lender under this Agreement or applicable Law.

6.5. Continuing Security Interest.

(a) This Agreement creates a continuing security interest in the Collateral and shall (a) remain in full force and effect until the Release Date, (b) be binding upon each Grantor, its successors and assigns, and (c) inure to the benefit of, and be enforceable by, Collateral Agent and its successors, transferees and assigns. Upon the Release Date, this Agreement and all obligations (other than those expressly stated to survive such termination) of Collateral Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the granting parties and Collateral Agent will, at Grantor's expense, execute and deliver to each Grantor or authorize such Grantor to file such documents (including without limitation UCC termination statements) as each such Grantor shall reasonably request to evidence such termination and shall deliver to such Grantor any Collateral held by or on behalf of Collateral Agent hereunder. Each Grantor agrees that to the extent that Collateral Agent or any other Secured Lender receives any payment or benefit and such payment or benefit, or any part thereof, is subsequently

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invalidated, declared to be fraudulent or preferential, set aside or is required to be repaid to a trustee, receiver, or any other Person under any Debtor Relief Law, common law or equitable cause, then to the extent of such payment or benefit, the Obligations or part thereof intended to be satisfied shall be revived and continued in full force and effect as if such payment or benefit had not been made and, further, any such repayment by Collateral Agent or any other Secured Lender, to the extent that Collateral Agent or any other Secured Lender did not directly receive a corresponding cash payment, shall be added to and be additional Secured Obligations payable upon demand by Collateral Agent or any other Secured Lender and secured hereby, and, if the lien and security interest hereof shall have been released, such Lien and security interest shall be reinstated with the same effect and priority as on the date of execution hereof all as if no release of such Lien or security interest had ever occurred.

(b) In connection with any sale or other disposition of Collateral permitted by the Credit Agreement, the Lien pursuant to this Agreement on such sold or disposed of Collateral shall be automatically released. In connection with the sale or other disposition of Collateral permitted under the Credit Agreement, Collateral Agent shall, upon receipt from the Borrower of a written request for the release of such Collateral subject to such sale or other disposition, identifying such Collateral, deliver to such Grantor, as the case may be, such Collateral held by Collateral Agent hereunder and execute and deliver to the relevant Grantor (at the sole cost and expense of such Grantor) or authorize such Grantor to file all releases or other documents (including without limitation UCC termination statements) necessary or reasonably desirable for the release of Liens created hereby on such Collateral as such Grantor may reasonably request.

6.6. GOVERNING LAW; VENUE; JURISDICTION; WAIVER OF JURY TRIAL; WAIVER OF CONSEQUENTIAL DAMAGES. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES). THE TERMS OF SECTION 11.10 AND 11.11 OF THE CREDIT AGREEMENT ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

6.7. Collateral Agent's Right to Use Agents. Collateral Agent may exercise its rights under this Agreement through an agent or other designee.

6.8. No Interference, Compensation or Expense. Collateral Agent may exercise its rights under this Agreement (a) without resistance or interference by any Grantor and (b) without payment of any rent, license fee, or compensation of any kind to any Grantor.

6.9. Waivers of Rights Inhibiting Enforcement. Each Grantor waives (a) any claim that, as to any part of the Collateral, a private sale, should Collateral Agent elect so to proceed, is, in and of itself, not a commercially reasonable method of sale for such Collateral, (b) except as otherwise provided in this Agreement, **TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, NOTICE OR JUDICIAL HEARING IN CONNECTION WITH COLLATERAL AGENT'S DISPOSITION OF ANY OF THE COLLATERAL**

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INCLUDING ANY AND ALL PRIOR NOTICE AND HEARING FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT THAT EACH GRANTOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, AND ALL OTHER REQUIREMENTS AS TO THE TIME, PLACE AND TERMS OF SALE OR OTHER REQUIREMENTS WITH RESPECT TO THE ENFORCEMENT OF SECURED LENDERS' RIGHTS HEREUNDER and (c) all rights of redemption, appraisement or valuation.

6.10. Obligations Not Affected. To the fullest extent not prohibited by applicable Law, the obligations of each Grantor under this Agreement shall remain in full force and effect without regard to, and shall not be impaired or affected by:

(a) any amendment, addition, or supplement to, or restatement of any Credit Document or any instrument delivered in connection therewith or any assignment or transfer thereof;

(b) any exercise, non-exercise, or waiver by Secured Party or any other Secured Lender of any right, remedy, power, or privilege under or in respect of, or any release of any guaranty, any collateral, or the Collateral or any part thereof provided pursuant to, this Agreement or any Credit Document;

(c) any waiver, consent, extension, indulgence, or other action or inaction in respect of this Agreement or any Credit Document or any assignment or transfer of any thereof;

(d) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation, or the like of any Credit Party or any other Person, whether or not each Grantor shall have notice or knowledge of any of the foregoing; or

(e) any other event which may give a Grantor or any other Credit Party a defense to, or a discharge of, any of its obligations under any Credit Document.

6.11. Notices and Deliveries.

(a) Notices and Deliveries. All notices and other communications provided for hereunder shall be effectuated in the manner provided for in Section 11.1 of the Credit Agreement, provided that if a notice or communication hereunder is to a Grantor other than the Borrower, said notice shall be addressed to such Grantor, in care of the Borrower at the Borrower's then current address (or facsimile number) for notice under the Credit Agreement.

(b) Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future Laws during the term thereof, (a) such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom

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and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid, or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid, or unenforceable provisions.

(c) Successors and Assigns. All of the provisions of this Agreement shall be binding and inure to the benefit of the parties hereto and their respective successors and assigns (including, as to each Grantor, all Persons who may become bound as a debtor or a new debtor to this Agreement); provided, each Grantor may not assign any of its rights or obligations under this Agreement.

(d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original (including facsimile copies), with the same effect as if the signatures thereto were upon the same instrument.

(e) ENTIRE AGREEMENT. THIS WRITTEN AGREEMENT, TOGETHER WITH THE OTHER CREDIT DOCUMENTS, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

6.12. Amendment and Restatement. This Agreement shall constitute an amendment and restatement of, but not an extinguishment, discharge, satisfaction or novation of any Liens, securities interests, indebtedness, liabilities or obligations of any Grantor party to that certain Pledge and Security Agreement dated as of January 2, 2003 (the "Existing Security Agreement") by and between the Grantors and the Secured Party, and the Grantors agree that all Liens and security interests created by and existing under the Existing Security Agreement shall continue to be valid and subsisting Liens and security interests securing all the Secured Obligations.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the date first above written.

BORROWER:

OCA, INC.,
a Delaware corporation

By: _____
Name: Bartholomew F Palmisano, Sr
Title: Chairman and CEO

Signature Page to Amended and Restated Security Agreement

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GUARANTORS:

ORTHODONTIC CENTERS OF ALABAMA, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF ARIZONA, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF ARKANSAS, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF CALIFORNIA, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF CALIFORNIA-VISTA, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF COLORADO, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF CONNECTICUT, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF FLORIDA, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF GEORGIA, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF HAWAII, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF IDAHO, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF ILLINOIS, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF INDIANA, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF IOWA, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF KANSAS, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF KENTUCKY, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF LOUISIANA, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF MAINE, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF MARYLAND, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF MASSACHUSETTS, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF MICHIGAN, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF MINNESOTA, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF MISSISSIPPI, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF MISSOURI, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF NEBRASKA, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF NEVADA, INC.,
a Nevada corporation

ORTHODONTIC CENTERS OF NEW HAMPSHIRE, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF NEW JERSEY, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF NEW MEXICO, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF NEW YORK, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF NORTH CAROLINA, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF NORTH DAKOTA, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF OHIO, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF OKLAHOMA, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF OREGON, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF PENNSYLVANIA, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF PUERTO RICO, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF RHODE ISLAND, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF SOUTH CAROLINA, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF TENNESSEE, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF TEXAS, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF UTAH, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF VIRGINIA, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF WASHINGTON, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF WASHINGTON D.C., INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF WEST VIRGINIA, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF WISCONSIN, INC.,
a Delaware corporation

ORTHODONTIC CENTERS OF WYOMING, INC.,
a Delaware corporation

OCA MERGERCO, INC.,
a Delaware corporation

OCA INTERNATIONAL, INC.,
a Delaware corporation

OCA OUTSOURCE, INC.,
a Delaware corporation

ORTHALLIANCE, INC.,
a Delaware corporation

ORTHALLIANCE FINANCE, INC.,
a Delaware corporation

ORTHALLIANCE PROPERTIES, INC.,
a California corporation

ORTHALLIANCE SERVICES, INC.,
a California corporation

ORTHALLIANCE HOLDINGS, INC.,
a Texas corporation

ORTHALLIANCE NEW IMAGE, INC.,
a Delaware corporation

PEDOALLIANCE, INC.,
a Delaware corporation

PEDOALLIANCE PROPERTIES, INC.,
a California corporation

By: _____
Name: Bartholomew F Palmisano, Sr.
Title: Chairman and CEO
of each of the foregoing Guarantors

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SECURED PARTY:

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

By: _____
Name: William E. Livingstone, IV
Title: Managing Director

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AMENDED AND RESTATED SECURITY AGREEMENT

Between Bank of America N.A. and OCA, Inc.

SCHEDULE 1:	REDACTED
SCHEDULE 2:	REDACTED
SCHEDULE 3:	REDACTED
SCHEDULE 4:	REDACTED

SCHEDULE 5(a)

Trademark Registrations and Applications

List of Trademark and Copyright Registrations owned by OCA is attached hereto.

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TRADEMARK AND COPYRIGHT REGISTRATIONS OWNED BY

ORTHODONTIC CENTERS OF AMERICA, INC.
(a Delaware corporation)

Updated as of August 12, 2005

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1. UNITED STATES TRADEMARK REGISTRATIONS

No.	Mark	Class/Goods/Services	Registration/Application No.
1.	1-800-4BRACES (standard characters)	International Class 42 Dentistry and orthodontic services.	U.S. Registration No. 2,705,536 (Next Activity Date April 8, 2008)
2.	4BRACES.COM (standard characters)	International Class 42 Dentistry and orthodontic services.	U.S. Registration No. 2,712,225 (Next Activity Date April 29, 2008)
3.	DIAL 4-BRACES (standard characters)	International Class 42 Dental and orthodontic services.	U.S. Registration No. 1,478,127 (Next Activity Date February 23, 2008)
4.	FAAB (standard characters)	International Class 42 Dentistry and orthodontic services.	U.S. Registration No. 2,549,580 (Next Activity Date March 19, 2007)
5.	FINISHING TOUCH (standard characters)	International Class 42 Cosmetic dentistry, namely, tooth lamination services.	U.S. Registration No. 2,533,962 (Next Activity Date January 29, 2007)

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6.	FIRST IMPRESSIONS (standard characters)	International Class 42 Orthodontic services and cosmetic dentistry.	U.S. Registration No. 2,509,685 (Next Activity Date November 20, 2006)
7.	KIDS-SMILE PEDIATRIC DENTAL CENTERS (and design) Kids-Smile Pediatric Dental Centers	International Class 42 Dentistry and orthodontic services.	U.S. Registration No. 2,705,399 (Next Activity Date April 8, 2008)
8.	OCA (and design) OCA	International Class 35 Business management of orthodontic offices, business management consultation in the field of orthodontic offices and providing technical assistance in connection with the establishment and/or operation of orthodontic offices.	U.S. Registration No. 2,886,135 (Next Activity Date September 21, 2009)
9.	OCA (standard characters)	International Class 35 Business management of orthodontic offices, business management consultation in the field of orthodontic offices and providing technical assistance in connection with the establishment and/or operation of orthodontic offices.	U.S. Registration No. 2,886,134 (Next Activity Date September 21, 2009)

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10.	OCA OUTSOURCE (and design)	International Class 35 Business management of orthodontic offices, business management consultation in the field of orthodontic offices and providing technical assistance in connection with the establishment and/or operation of orthodontic offices.	U.S. Registration No. 2,920,554 (Next Activity Date January 25, 2010)
11.	OCA OUTSOURCE (standard characters)	International Class 35 Business management of orthodontic offices, business management consultation in the field of orthodontic offices and providing technical assistance in connection with the establishment and/or operation of orthodontic offices.	U.S. Application Serial No. 76/572,514 (Next Activity Date November 1, 2005)[1]
12.	ORTHODONTIC CENTERS OF AMERICA (and design)	International Class 35 Business management of orthodontic offices, business management consultation in the field of orthodontic offices and providing technical assistance in connection with the establishment and/or operation of orthodontic offices.	U.S. Registration No. 2,167,701 (Next Activity Date June 23, 2008)
13.	ORTHODONTIC CENTERS OF AMERICA (and design)	International Class 35 Business management of orthodontic offices, business management consultation in the field of orthodontic offices and providing technical assistance in connection with the establishment and/or operation of orthodontic offices.	U.S. Registration No. 2,839,672 (Next Activity Date May 11, 2009)

[1] This application was published for opposition on May 31, 2005. There has been no activity on the application since that date.

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14.	ORTHODONTIC CENTERS OF AMERICA (standard characters)	International Class 35 Business management of orthodontic offices, business management consultation in the field of orthodontic offices and providing technical assistance in connection with the establishment and/or operation of orthodontic offices.	U.S. Registration No. 2,839,671 (Next Activity Date May 11, 2009)
15.	ORTHODONTIC CENTERS OF AMERICA (standard characters)	International Class 35 Business management of orthodontic offices, business management consultation in the field of orthodontic offices and providing technical assistance in connection with the establishment and/or operation of orthodontic offices.	U.S. Supplemental Registration No. 2,146,894 (Next Activity Date March 24, 2008)
16.	ORTHODONTIC CENTERS OF AMERICA (and design)	International Class 42 Orthodontic and dental services.	MEXICO[2] Registration No. 573043
17.	ORTHODONTIC CENTERS OF AMERICA SHARE A SMILE! (and design) Orthodontic SHARE A SMILE!	International Class 42 Orthodontic and dental services.	U.S. Registration No. 2,550,360 (Next Activity Date March 19, 2007)

[2] This Mexican registration is included only because Waller Lansden Dortch & Davis, PLLC ("WLDD") became aware of this registration through OCA. WLDD was not involved in obtaining this registration and has not assumed responsibility for its renewal and maintenance. WLDD has not been involved in the protection of any OCA trademarks and service mark outside the United States. OCA may own other foreign trademark and service mark applications or registrations of which WLDD is not aware. Consequently, WLDD is not in a position to comment on the status of any such foreign applications or registrations.

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[illegible]	[illegible]	[illegible]	[illegible]
18.	PROFESSIONAL SMILE SALON (standard characters)	International Class 42 Orthodontic services and cosmetic dentistry.	U.S. Registration No. 2,616,913 (Next Activity Date September 10, 2007)
19.	SINGLE-SOURCE BUSINESS SERVICES (standard characters)	International Class 35 Business management of orthodontic, dentist and physician offices, business management consultation in the field of orthodontic, dentist and physician offices and providing technical assistance in connection with the establishment and/or operation of orthodontic, dentist and physician offices.	U.S. Application Serial No. 76/571,679[3] (Next Activity Date **August 22, 2005**)
20.	THANK YOU FOR MAKING ME SMILE (standard characters)	International Class 35 Orthodontic offices and providing technical assistance in connection with the establishment and/or operation of orthodontic offices.	U.S. Registration No. 2,428,497 (Next Activity Date February 13, 2006)

[3] **The deadline for filing a Statement of Use for this application is August 22, 2005. WLDD has sent the Statement of Use to OCA for execution but has not yet received the signed Statement of Use and filing fee from OCA. If the Statement of Use is not filed by August 22, 2005, the application will become abandoned.**

2. UNITED STATES COPYRIGHT REGISTRATIONS

Country	Registration Number	Registration Date	Claimant	Title
United States	TX-5-187-020	04/04/00	Orthodontic Centers of America, Inc.	Thank You For Making Me Smile (Lyrics)
United States	PA 1-039-586	03/05/01	Orthodontic Centers of America, Inc.	Thank You For Making Me Smile (Country version)
United States	PA 1-039-593	03/05/01	Orthodontic Centers of America, Inc.	Thank You For Making Me Smile (Urban version)
United States	PA 1-041-981	03/05/01	Orthodontic Centers of America, Inc.	Thank You For Making Me Smile (Pop version)
United States	PA 1-042-230	03/05/01	Orthodontic Centers of America, Inc.	Thank You For Making Me Smile (Latin version)
United States	TX 4-755-181	08/20/98	Orthodontic Centers of America, Inc.	Idea box (sheets and cards)
United States	VA 938-317	08/20/98	Orthodontic Centers of America, Inc.	Idea box (Idea box slogan)

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SCHEDULE 5(b)

Registered Patents

None.

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SCHEDULE 5(c)

Patent Applications

None.

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SCHEDULE 5(d)

Copyrights (Including Applications and Registrations)

List of Trademark and Copyright Registrations owned by OCA is attached to Schedule 5(a) above.

SCHEDULE 5(e)

Allegations of Use

None.

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AMENDED AND RESTATED SECURITY AGREEMENT

Between Bank of America N.A. and OCA, Inc.

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SCHEDULE 7:	REDACTED
SCHEDULE 8:	REDACTED
SCHEDULE 9:	REDACTED
SCHEDULE 10:	REDACTED
SCHEDULE 11:	REDACTED
SCHEDULE 12:	REDACTED
SCHEDULE 13:	REDACTED
SCHEDULE 14:	REDACTED
SCHEDULE 15:	REDACTED

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