

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
Aspen Dental Management, Inc.		06/30/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.
Street Address:	222 North LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2674268	COMFORT & CONFIDENCE IN EVERY SMILE
Registration Number:	2545075	COMFIDENTS
Registration Number:	2864022	ASPENDENTAL
Registration Number:	2878239	ASPENDENTAL WE'LL CHANGE THE WAY YOU SEE THE DENTIST.
Registration Number:	2543057	COMFILYTES
Registration Number:	2543059	FLEXILYTES
Registration Number:	2543060	FLEXILYTES COMBO
Registration Number:	2543058	NATURALYTES
Registration Number:	2489395	WE'LL CHANGE THE WAY YOU SEE THE DENTIST
Serial Number:	78669122	ALLSMILES DENTAL CARE
Serial Number:	78751706	ASPENDENTAL GET YOUR SMILE BACK
Serial Number:	78771490	GET YOUR SMILE BACK
Serial Number:	78818719	ASPENDENTAL MORE REASONS TO SMILE

TRADEMARK

REEL: 003359 FRAME: 0001

900054519

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Serial Number:	78918678	ASPENDENTAL
Serial Number:	78918683	ASPENDENTAL MORE REASONS TO SMILE
Serial Number:	78669126	SMILES DENTAL CARE

CORRESPONDENCE DATA

Fax Number: (312)609-5005

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

Phone: 312-609-7838

Email: tsettle@vedderprice.com

Correspondent Name: Tammy S. Settle

Address Line 1: 222 North LaSalle Street

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	ASPENDENTAL/TSS
NAME OF SUBMITTER:	Tammy S. Settle
Signature:	/tsettle/
Date:	07/31/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of June, 2006 by ASPEN DENTAL MANAGEMENT, INC., a Delaware corporation ("Grantor") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (in such capacity, "Grantee"):

W I T N E S S E T H:

WHEREAS, Grantor, AA Dental Management Holdings, Inc., the financial institutions or other entities as may from time to time become parties thereto as lenders and Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent, Sole Bookrunner and Sole Lead Arranger, are parties to that certain Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of that certain Security Agreement of even date between Grantor and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing by Grantor under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

ASPEN DENTAL MANAGEMENT, INC.,
a Delaware corporation (successor-by-merger
to Ares Alaska Acquisition Corp.)

By: 

Name: George F Lewis

Title: Treasurer

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division
of Merrill Lynch Business Financial Services
Inc., as Administrative Agent

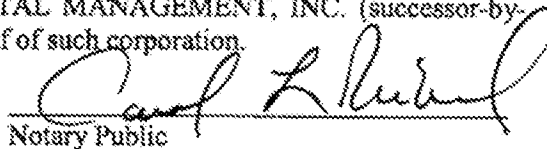
By: 

Name: Marc Preiser
Title: Vice President

STATE OF New York)
)
COUNTY OF Onondaga) SS

The foregoing Trademark Security Agreement was executed and acknowledged before me this 28 day of June, 2006, by Geoffrey F. Lewis, personally known to me to be the Treasurer of ASPEN DENTAL MANAGEMENT, INC. (successor-by-merger to Ares Alaska Acquisition Corp.), on behalf of such corporation.

(SEAL)


Notary Public

CAROL L. REICHEL
My commission expires
Notary Public, State of New York
Qual. Onon. Co. No. 01RE5025396
My Comm. Exp. Mar. 28, 2010

SCHEDULE A**Trademarks:**

Trademark	Country	Registration Number	Issue Date
COMFORT AND CONFIDENCE IN EVERY SMILE	USA	2,674,268	1/14/03
Comfidents	USA	2,545,075	3/5/02
Aspen Dental (stylized)	USA	2,864,022	7/20/04
Aspen Dental We'll change the way you see the dentist.	USA	2,878,239	8/31/04
ComfiLytes	USA	2,543,057	2/26/02
FlexiLytes	USA	2,543,059	2/26/02
FlexiLytes Combo	USA	2,543,060	2/26/02
NaturaLytes	USA	2,543,058	2/26/02
We'll change the way you see the dentist	USA	2,489,395	9/11/01

Trademark Applications:

Trademark	Country	Serial Number	Application Date
All Smiles Dental Care	USA	78/669,122	7/13/05
Smiles Dental Care	USA	78/669,129	7/13/05
Aspen Dental Get your smile back	USA	78/751,706	11/10/05
GET YOUR SMILE BACK	USA	78/771,490	12/12/05
Aspen Dental More reasons to smile.	USA	78/818,719	2/20/06
ASPENDENTAL (stylized)	USA	78/918,678	6/28/06
ASPENDENTAL MORE REASONS TO SMILE (stylized)	USA	78/918,683	6/28/06

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