

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to add additional Assignors to Reel/Frame 003430/0589		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Affordable Care, Inc.		11/16/2006	CORPORATION:
Affordable Dentures Dental Laboratories, Inc.		11/16/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2546707	AFFORDABLE DENTURES	
Registration Number:	2665616	AFFORDABLE DENTURES A GOOD REASON TO SMILE	
Registration Number:	2637120	DOESN'T THAT SOUND GOOD?	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	kristopher.villarreal@weil.com, phyllis.depaola@weil.com		
Correspondent Name:	Weil,Gotshal&Manges c/o KristVillarreal		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	14082.0255		
NAME OF SUBMITTER:	Kristopher Villarreal		

CH \$90.00 2546707

900063060

TRADEMARK
 REEL: 003431 FRAME: 0549

Signature:

/Kristopher Villarreal/

Date:

11/20/2006

Total Attachments: 10

source=Affordable1st Lien Correction#page1.tif

source=Affordable1st Lien Correction#page2.tif

source=Affordable1st Lien Correction#page3.tif

source=Affordable1st Lien Correction#page4.tif

source=Affordable1st Lien Correction#page5.tif

source=Affordable1st Lien Correction#page6.tif

source=Affordable1st Lien Correction#page7.tif

source=Affordable1st Lien Correction#page8.tif

source=Affordable1st Lien Correction#page9.tif

source=Affordable1st Lien Correction#page10.tif

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

11/17/2006
900062942

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Affordable Care Holding Corp.		11/16/2006	CORPORATION:
Affordable Care Intermediate Holding Corp.		11/16/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	American Capital Financial Services, Inc.		
Street Address:	2 Bethesda Metro Center, 14th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2546707	AFFORDABLE DENTURES	
Registration Number:	2665616	AFFORDABLE DENTURES A GOOD REASON TO SMILE	
Registration Number:	2637120	DOESN'T THAT SOUND GOOD?	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	kristopher.villarreal@weil.com, phyllis.depaola@weil.com		
Correspondent Name:	Weil,Gotshal&Manges c/o KristVillarreal		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	14082.0255		
NAME OF SUBMITTER:	Kristopher Villarreal		

CH \$90.00 2546707

Signature:	/Kristopher Villarreal/
Date:	11/17/2006
<p>Total Attachments: 6</p> <p>source=AffordableCare1stLien TM#page1.tif</p> <p>source=AffordableCare1stLien TM#page2.tif</p> <p>source=AffordableCare1stLien TM#page3.tif</p> <p>source=AffordableCare1stLien TM#page4.tif</p> <p>source=AffordableCare1stLien TM#page5.tif</p> <p>source=AffordableCare1stLien TM#page6.tif</p>	

SHORT FORM FIRST LIEN TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 16, 2006, by each of the entities listed on the signature pages hereof (or that becomes a party hereto pursuant to Section 7.14 of the First Lien Pledge and Security Agreement referred to below) (each a "Grantor" and, collectively, the "Grantors"), in favor of American Capital Financial Services, Inc. ("ACFS"), as agent for the Secured Parties (as defined in the First Lien Pledge and Security Agreement referred to below) (in such capacity, the "First Lien Agent").

RECITALS:

A. Pursuant to the Credit Agreement dated as of November 16, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Affordable Care, Inc. (the "Borrower"), Affordable Care Holding Corp. ("Parent"), Affordable Care Intermediate Holding Corp. ("Intermediate"), the Lenders (as defined in the Credit Agreement) at any time party thereto, and ACFS as administrative and collateral agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

B. Intermediate and Parent have guaranteed the Secured Obligations pursuant to that certain Guaranty dated as of November 16, 2006, by Intermediate and Parent in favor of the First Lien Agent as administrative and collateral agent for the Lenders from time to time party to the Credit Agreement; and

C. All the Grantors are party to that certain First Lien Pledge and Security Agreement dated as of November 16, 2006 (the "First Lien Pledge and Security Agreement") in favor of the First Lien Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the First Lien Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the First Lien Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Credit Agreement or in the First Lien Pledge and Security Agreement, as the case may be, and used herein have the meaning given to them in the Credit Agreement or the First Lien Pledge and Security Agreement, as the case may be.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges, hypothecates and grants to the First Lien Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (other than Excluded Assets) of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

SECTION 3. FIRST LIEN PLEDGE AND SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the First Lien Agent pursuant to the First Lien Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement, the terms, provisions and conditions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. GOVERNING LAW


THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

* * *


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AFFORDABLE CARE HOLDING CORP.
as Grantor

By 
Name: Jon Isaacson
Title: Secretary

AFFORDABLE CARE INTERMEDIATE HOLDING CORP.
as Grantor

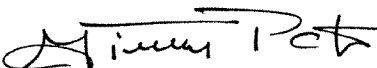
By 
Name: Jon Isaacson
Title: Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

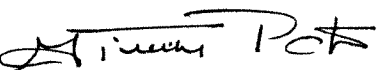
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AFFORDABLE CARE, INC.
as Grantor

By 
Name: G. Timothy Pate
Title: President

**AFFORDABLE DENTURES DENTAL
LABORATORIES, INC.**
as Grantor

By 
Name: G. Timothy Pate
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

AMERICAN CAPITAL FINANCIAL SERVICES, INC.,
as First Lien Agent

By 

Name:

Jon Isaacson

Title:

Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I

Trademarks and Trademark Licenses:

Mark	Registration or Application No.	Jurisdiction
Affordable Dentures	Reg. No. 2,546,707	United States
Affordable Dentures A Good Reason To Smile	Reg. No. 2,665,616	United States
Doesn't That Sound Good?	Reg. No. 2637120	United States