

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------------------|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Sanus Holdings, LLC | | 09/26/2006 | COMPANY: |
| Small Smiles Holding Company, LLC | | 09/26/2006 | COMPANY: |
| Sanus NY, LLC | | 09/26/2006 | COMPANY: |
| Sanus Services, Inc. | | 09/26/2006 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | CIT Healthcare LLC | | |
| Street Address: | 505 Fifth Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | COMPANY: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78953016 | SMALL SMILES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (650)838-5136 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | (650) 838-3772 | | |
| Email: | emily.priest@shearman.com | | |
| Correspondent Name: | Lucia Guh-Siesel | | |
| Address Line 1: | Shearman & Sterling LLP | | |
| Address Line 2: | 1080 Marsh Rd. | | |
| Address Line 4: | Menlo Park, CALIFORNIA 94025 | | |
| ATTORNEY DOCKET NUMBER: | 34554-00066 | | |

CH \$40.00 78953016

| | |
|--------------------|--------------------|
| NAME OF SUBMITTER: | Lucia Guh-Siesel |
| Signature: | /lucia guh-siesel/ |
| Date: | 01/30/2007 |

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated September 26, 2006, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of CIT Healthcare LLC, as collateral agent (the "**Collateral Agent**") for SSO Funding, Inc. (the "**Secured Party**").

WHEREAS, Sanus Holdings LLC, a Delaware corporation, has entered into a Registered Lease and License Financing and Purchase Option Agreement dated as of September 26, 2006 with SSO Funding, Inc. and CIT Healthcare LLC as Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Master Lease**") and a Working Capital Murabaha Facility Agreement dated as of September 26, 2006 with SSO Funding, Inc., Arcapita Investment Funding Limited, as agent for SSO Funding, Inc., and AIA Limited, as agent for Sanus Holdings, LLC and CIT Healthcare LLC as Collateral Agent (as amended, amended and otherwise modified from time to time, the "**Commodities Purchase Agreement**" and together with the Master Lease, the "**Agreements**"). Terms defined in the Commodities Purchase Agreement and the Master Lease and not otherwise defined herein are used herein as defined in the Commodities Purchase Agreement and the Master Lease.

WHEREAS, as a condition precedent to the entry into the Lease/Purchase Documents and the Commodities Purchase Documents, each Grantor has executed and delivered that certain Security Agreement dated September 26, 2006 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). The Lease/Purchase Documents and the Commodities Purchase Documents are referred to herein as the "**Documents**."

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Party, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Party a security interest in all of such Grantor's right, title and interest in and to the following (the "**Collateral**"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all obligations of such Grantor now or hereafter existing under or in respect of the Documents, whether direct or indirect, absolute or contingent, and whether for payments, reimbursements, obligations, rents, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to the Secured Party under the Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

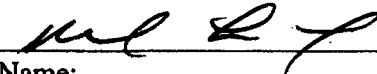
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor

does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

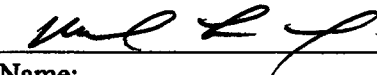
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

SANUS HOLDINGS, LLC

By 
Name:
Title:

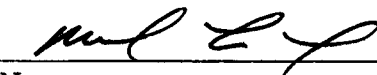
Address for Notices:
1114 17th Avenue South, Suite 201
Nashville, TN 37212

SMALL SMILES HOLDING COMPANY, LLC

By 
Name:
Title:


Address for Notices:
c/o Arcapita Inc.
75 Fourteen Street, 24th Fl.
Atlanta, GA 30309

SANUS NY, LLC

By 
Name:
Title:

Address for Notices:
1114 17th Avenue South, Suite 201
Nashville, TN 37212

SANUS SERVICES, INC.

By 
Name:
Title:

IP Security Agreement

TRADEMARK
REEL: 003470 FRAME: 0857

Address for Notices:
1114 17th Avenue South, Suite 201
Nashville, TN 37212

PATENTS

None.

TRADEMARKS

1. Registered Trademark Applications

| <u>Grantor</u> | <u>Domain Name/Mark</u> | <u>Country</u> | <u>Mark</u> | <u>Serial No.</u> | <u>Application No.</u> | <u>Filing Date</u> | <u>Issue Date</u> |
|---------------------|-------------------------|----------------|--------------|-------------------|------------------------|--------------------|---------------------|
| Sanus Holdings, LLC | SMALL SMILES | United States | SMALL SMILES | 78/953,016 | 78953016 | 8/16/2006 | Application pending |

2. License to use the following marks under the Lease Agreement:

- a) Common Law Trademark for the mark "SMALL SMILES"
- b) Common Law Trademark for the mark "FORBA"
- c) Common Law Trademark for the design mark below:



COPYRIGHTS

None.

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated _____, 200_, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of CIT Healthcare LLC, as collateral agent (the "*Collateral Agent*") for SSO Funding, Inc. (the "*Secured Party*").

WHEREAS, Sanus Holdings LLC, a Delaware corporation, has entered into a Registered Lease and License Financing and Purchase Option Agreement dated as of September 26, 2006 with SSO Funding, Inc. and CIT Healthcare LLC as Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Master Lease*") and a Working Capital Murabaha Facility Agreement dated as of September 26, 2006 with SSO Funding, Inc., Arcapita Investment Funding Limited, as agent for SSO Funding, Inc., and AIA Limited, as agent for Sanus Holdings, LLC and CIT Healthcare LLC as Collateral Agent (as amended, amended and otherwise modified from time to time, the "*Commodities Purchase Agreement*" and together with the Master Lease, the "*Agreements*"). Terms defined in the Commodities Purchase Agreement and the Master Lease and not otherwise defined herein are used herein as defined in the Commodities Purchase Agreement and the Master Lease.

WHEREAS, pursuant to the Lease/Purchase Documents and the Commodities Purchase Documents, the Grantor and certain other Persons have executed and delivered that certain Security Agreement dated September 26, 2006 made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") and that certain Intellectual Property Security Agreement dated September 26, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*"). The Lease/Purchase Documents and the Commodities Purchase Documents are referred to herein as the "*Documents*."

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Party, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Party, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);
- (iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- (v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all obligations of the Grantor now or hereafter existing under or in respect of the Documents, whether direct or indirect, absolute or contingent, and whether for payments, reimbursements, obligations, rents, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

By _____

Name:

Title:

Address for Notices:

