

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Capital Financial Services, Inc., as Agent		01/26/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent		
<b>Street Address:</b>	222 N LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60601		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2546707	AFFORDABLE DENTURES	
Registration Number:	2665616	AFFORDABLE DENTURES A GOOD REASON TO SMILE	
Registration Number:	2637120	DOESN'T THAT SOUND GOOD?	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-577-8265		
<b>Email:</b>	kristin.brozovic@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Brozovic c/o Katten Muchin		
<b>Address Line 1:</b>	525 W Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60061		
<b>ATTORNEY DOCKET NUMBER:</b>	332658-52		
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic		

**CH \$90.00 2546707**

Signature:	/Kristin Brozovic/
Date:	02/06/2007
<b>Total Attachments: 7</b> source=Assignment of Trademark#page1.tif source=Assignment of Trademark#page2.tif source=Assignment of Trademark#page3.tif source=Assignment of Trademark#page4.tif source=Assignment of Trademark#page5.tif source=Assignment of Trademark#page6.tif source=Assignment of Trademark#page7.tif	

ASSIGNMENT OF TRADEMARK COLLATERAL AND  
ASSIGNMENT OF SECURITY AGREEMENT

This Assignment of Trademark Collateral and Assignment of Security Interest dated as of January 26, 2007 (this "**Assignment**"), is made by and among American Capital Financial Services, Inc., as agent, ("**Retiring Agent**") under the Credit Agreement (as defined below), Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as successor agent ("**Successor Agent**") under the Credit Agreement, and Affordable Care, Inc., Affordable Care Holding Corp., Affordable Care Intermediate Holding Corp. and Affordable Dentures Dental Laboratories, Inc. (collectively, the "**Company**").

RECITALS

WHEREAS, Company, certain of Company's affiliates, the lenders party thereto and Retiring Agent entered into that certain Credit Agreement dated as of November 16, 2006 (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Credit Agreement**");

WHEREAS, Company, the Lenders party thereto and Retiring Agent entered into that certain Short Term First Lien Trademark Security Agreement (as the same may be amended, supplemented or otherwise modified from time to time prior to the date hereof, the "**Trademark Agreement**") dated as of November 16, 2006 and recorded on November 17, 2006 with the United States Patent and Trademark Office at Reel 34302 and Frame 0589;

WHEREAS, pursuant to the Credit Agreement and the Trademark Agreement, Company granted to Retiring Agent a continuing security interest in, among other things, all of Company's right, title and interest in and to the trademarks referred to in Exhibit A hereto;

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement of even date herewith among Company, certain of Company's affiliates, the lenders party thereto and Successor Agent, Successor Agent has assumed the rights, remedies, duties and obligations of the Retiring Agent under the Credit Agreement, the Trademark Agreement and all other financing and collateral documents executed in connection therewith (collectively, the "**Loan Document**");

WHEREAS, Successor Agent has agreed to accept the assignment of the rights, remedies, and duties and assumes the obligations of the Agent under the Loan Documents from Retiring Agent;

WHEREAS, the parties hereto desire to execute this Assignment for the purposes of (i) amending the Trademark Agreement and the notice of such Trademark Agreement in certain respects to reflect the transfer of Retiring Agent's interest as Agent to Successor Agent, and (ii) evidencing in the United States Patent and Trademark Office the assignment by Retiring Agent to Successor Agent of all of Retiring Agent's rights, remedies, duties and obligations under the Trademark Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Company, Retiring Agent and Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. Amendment of Trademark Agreement. The Trademark Agreement shall be amended such that Successor Agent shall replace Retiring Agent as “Agent” thereunder and all references to “Agent” thereunder shall hereinafter refer to Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent.

3. Assignment. Retiring Agent does hereby assign and transfer all of its rights, remedies, duties and obligations as Agent under the Trademark Agreement to Successor Agent, and Successor Agent hereby accepts all of Retiring Agent’s assignment and transfer of its rights, remedies, duties and obligations as Agent under the Trademark Agreement. The execution and delivery of this Assignment shall not in any way affect or modify the liability of Company under the Credit Agreement or the Trademark Agreement, it being understood and agreed that notwithstanding this Assignment, all of the obligations of Company under the Loan Documents shall be and remain enforceable by Successor Agent, as Agent under the Credit Agreement and Trademark Agreement, or by its successors and assigns against Company.

4. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Assignment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. In addition, in the event any provision of or obligation under this Assignment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

5. Section Titles. Section and Subsection titles in this Assignment are included for convenience of reference only, do not constitute a part of this Assignment for any other purpose, and have no substantive effect.

6. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

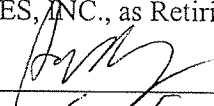
8. Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered,

will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Assignment.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.

AMERICAN CAPITAL FINANCIAL SERVICES, INC., as Retiring Agent

By:   
Name: Sean Eagle  
Title: Vice President

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AFFORDABLE CARE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AFFORDABLE DENTURES DENTAL LABORATORIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AFFORDABLE CARE HOLDING CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AFFORDABLE CARE INTERMEDIATE HOLDING CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.

AMERICAN CAPITAL FINANCIAL SERVICES, INC., as Retiring Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: Clare Bailhe  
Name: **Clare Bailhe**  
Title: **Director**

AFFORDABLE CARE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AFFORDABLE DENTURES DENTAL LABORATORIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AFFORDABLE CARE HOLDING CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AFFORDABLE CARE INTERMEDIATE HOLDING CORP.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.

AMERICAN CAPITAL FINANCIAL SERVICES, INC., as Retiring Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AFFORDABLE CARE, INC.

By: G. Timothy Tate  
Name: G. Timothy Tate  
Title: President

AFFORDABLE DENTURES DENTAL LABORATORIES, INC.

By: G. Timothy Tate  
Name: G. Timothy Tate  
Title: President

AFFORDABLE CARE HOLDING CORP.

By: G. Timothy Tate  
Name: G. Timothy Tate  
Title: President

AFFORDABLE CARE INTERMEDIATE HOLDING CORP.

By: G. Timothy Tate  
Name: G. Timothy Tate  
Title: President



**EXHIBIT A**

<u>Trademark</u>	<u>Registration No.</u>	<u>Jurisdiction</u>
Affordable Dentures	2546707	USA
Affordable Dentures A Good Reason to Smile	2665616	USA
Doesn't That Sound Good	2637120	USA