

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
Castle Dental Centers, Inc.		05/24/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Antares Capital Corporation, as Agent		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 4400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2095162	CASTLE DENTAL CENTERS	
Registration Number:	2095163	CASTLE DENTAL CENTERS	
Serial Number:	78286467	CASTLE DENTAL	
Serial Number:	78286469		
CORRESPONDENCE DATA			
Fax Number:	(312)863-7812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	nathaniel.panek@goldbergkohn.com		
Correspondent Name:	Nathaniel Panek		
Address Line 1:	55 East Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	3972.011		

OP \$115.00 2095162

NAME OF SUBMITTER:	Nathaniel Panek
Signature:	/nap/
Date:	02/22/2007
Total Attachments: 9 source=castle_TMs#page1.tif source=castle_TMs#page2.tif source=castle_TMs#page3.tif source=castle_TMs#page4.tif source=castle_TMs#page5.tif source=castle_TMs#page6.tif source=castle_TMs#page7.tif source=castle_TMs#page8.tif source=castle_TMs#page9.tif	

THE LIENS, RIGHTS AND INTERESTS OF AGENT AND LENDERS (EACH AS DEFINED HEREIN) EVIDENCED HEREBY ARE SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN INTERCREDITOR AGREEMENT, DATED AS OF MAY 24, 2005, EXECUTED BY DEBTOR (AS DEFINED HEREIN), CERTAIN AFFILIATES OF DEBTOR, ANTARES CAPITAL CORPORATION ("FIRST LIEN AGENT") AND AGENT (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"). DEBTOR SHALL NOT BE REQUIRED TO TAKE ANY ACTION OR REFRAIN FROM TAKING ANY ACTION HEREUNDER TO THE EXTENT THAT SUCH ACTION OR INACTION CONFLICTS WITH ANY ACTION OR INACTION REQUIRED TO BE TAKEN BY DEBTOR FOR THE BENEFIT OF OR AT THE DIRECTION OF FIRST LIEN AGENT.

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement") is made as of the 24th day of May, 2005 by and between Castle Dental Centers, Inc., a Delaware corporation ("Debtor"), and Antares Capital Corporation, a Delaware corporation, as agent ("Agent") for its own benefit and the benefit of the Lenders party to the Credit Agreement described below.

W I T N E S S E T H

WHEREAS, Debtor, Bright Now! Dental, Inc., a Washington corporation and successor by merger to Ivory Merger Co., Inc. ("BND"), and Monarch Dental Corporation, a Delaware corporation ("Monarch" and, together with Debtor and BND, "Borrowers" and each, a "Borrower"), have entered into that certain Second Lien Credit Agreement of even date herewith (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Credit Agreement") by and among Borrowers, Agent and the other Lenders parties thereto, providing for the Lenders to make available to Borrowers certain credit facilities on the terms and conditions set forth therein; and

WHEREAS, a certain Master Security Agreement of even date herewith between Agent, Borrowers and various of Borrowers' Affiliates (the "Security Agreement") grants to Agent, for its own benefit and the benefit of the Lenders, a continuing security interest in certain of Debtor's assets, including, without limitation, its patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

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, Debtor agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions.

The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Debtor hereby grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in Debtor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

(a) any patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) any copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) any trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Trademarks"); and

(d) all rights corresponding to any of the foregoing throughout the world and the goodwill of Debtor's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, Debtor hereby assigns, transfers and conveys to Agent, for its own

benefit and on behalf of the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent, effective upon the occurrence of any Event of Default, to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Debtor or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the federally registered patents, copyrights and trademarks, and all of the federal applications therefor now owned by Debtor. Debtor shall provide Agent on an annual basis with a list of all patents, copyrights and trademarks issued or applied for by Debtor subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Effect on Credit Agreement; Cumulative Remedies. Debtor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE AND CONTINUANCE OF AN EVENT OF DEFAULT, AND UNTIL THE OCCURRENCE AND CONTINUANCE OF AN EVENT OF DEFAULT DEBTOR SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Agreement shall be binding upon Debtor and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.


6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS

AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

[Signature Page Follows]


IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CASTLE DENTAL CENTERS, INC.

By: 
Its: President

Accepted and Agreed to:

ANTARES CAPITAL CORPORATION,
as Agent

By: 
Its: _____
Daniel B. Gilckman
Director
Antares Capital Corporation

Signature Page to Second Lien Patent, Trademark and Copyright Security Agreement (Castle)

TRADEMARK
REEL: 003486 FRAME: 0063

SCHEDULE A

PATENTS

[none]

SCHEDULE B

COPYRIGHT REGISTRATIONS

[none]

SCHEDULE C

TRADEMARK REGISTRATIONS

Mark	Serial No.	Reg. No.
CASTLE DENTAL CENTERS	75-174431	2095162
CASTLE DENTAL CENTERS	75-174432	2095163

TRADEMARK APPLICATIONS

Mark	Serial No.	Reg. No.
CASTLE DENTAL	78/286467	N/A
[design only]	78-286469	N/A