

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement to that certain Amended and Restated Loan and Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DentalCare Partners, Inc.		03/05/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Residential Funding Company, LLC
Street Address:	8400 Normandale Lake Boulevard
Internal Address:	Suite 250
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55437
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	75137522	DENTURECARE
Serial Number:	75279512	DENTALWORKS

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2147581500
 Email: estafford@pattonboggs.com
 Correspondent Name: Darren W. Collins
 Address Line 1: 2001 Ross Avenue; Suite 3000
 Address Line 2: Patton Boggs LLP
 Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	023129.0121
NAME OF SUBMITTER:	Darren W. Collins

OP \$65.00 75137522

Signature:

/Darren W. Collins/

Date:

03/22/2007

Total Attachments: 13

source=IP#page1.tif
source=IP#page2.tif
source=IP#page3.tif
source=IP#page4.tif
source=IP#page5.tif
source=IP#page6.tif
source=IP#page7.tif
source=IP#page8.tif
source=IP#page9.tif
source=IP#page10.tif
source=IP#page11.tif
source=IP#page12.tif
source=IP#page13.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") is made and effective as of March 5, 2007, by **DentalCare Partners, Inc.** (together with any successor or permitted assignee, the "**Grantor**"), in favor of **Residential Funding Company, LLC**, a Delaware limited liability company (in such capacity, the "**Lender**"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement, dated as of the date hereof, by and among the Grantor (and certain of its Subsidiaries) and the Lender (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), the Lender has extended and desires to continue to extend credit to the Grantor subject to the terms and conditions set forth therein, (the "**Loan**"); and

WHEREAS, it is a condition precedent to the obligation of Lender to execute and perform under the Loan Agreement that Grantor shall have executed and delivered this IP Security Agreement to Lender;

NOW, THEREFORE, in consideration of the Lender's performance under the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loan to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the Grantor's prompt and complete payment of all of the Grantor's Obligations under the Loan Agreement, the Grantor hereby grants Lender, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the "**IP Collateral**");

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "**Copyrights**");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "**Trademarks**");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "**Domain Names**");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Lender in the IP Collateral.

3. Power of Attorney. The Grantor hereby irrevocably grants to Lender, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Lender's reasonable discretion to take any action and to execute any instrument that Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) if Grantor fails to do so within 10 Business Days after request from Lender, to modify or amend (in the sole discretion of Lender and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) Upon the occurrence and during the continuation of a Event of Default, to execute, file and pursue (in the reasonable discretion of Lender and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to maintain, continue or otherwise protect Lender's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the IP Collateral, including, without limitation, any financing statement, any continuation statement or any amendment thereto, without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Lender deems to be in the best interest of Lender, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted, or if such a claim has been asserted, such claim has been satisfied or discharged) secured hereby have been paid in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

4. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted, or if such a claim has been asserted, such claim has been satisfied or discharged) secured hereby and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination or release, Lender (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor such documents as the Grantor may reasonably request and as are provided to Lender to evidence such termination and the release of the security interest granted hereby.

5. Newly Registered Copyrights, Patents and Trademarks. The Grantor hereby agrees to pledge under this Agreement and notify Lender regarding Collateral consisting of newly registered Copyrights, Patents and Trademarks within thirty (30) days after the end of each fiscal quarter of the Company.

6. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Agreement. The rights and remedies of the Grantor and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

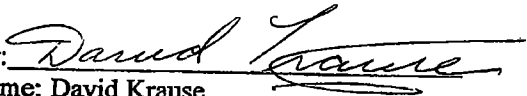
(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Pages Follow]

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

GRANTOR:

DENTALCARE PARTNERS, INC.

By: 
Name: David Krause
Title: Vice President – Finance and
Chief Financial Officer

DCP Intellectual Property Security Agreement
2006-00255
023129.0121\408441.05

TRADEMARK
REEL: 003505 FRAME: 0185

ACKNOWLEDGMENT

STATE OF OHIO :

: SS

COUNTY OF CUYAHOGA :

Before me, the undersigned, a Notary Public, on this 5TH day of March, 2007, personally appeared David Krause to me known personally, who, being by me duly sworn, did say that he is the Vice President - Finance and Chief Financial Officer of DentalCare Partners, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, by authority of its board of directors, members or managers, as applicable, and the said DAVID KRAUSE acknowledged said instrument to be his free act and deed.



RACHEL ANN SABATO
Notary Public, State of Ohio
My Commission Expires
March 13, 2010

RASABATO

Notary Public

My Commission Expires: 03.13.10

LENDER:

RESIDENTIAL FUNDING COMPANY, LLC

By: *Luis M. Meade*
Name: Luis M. Meade
Title: Director

DCP Intellectual Property Security Agreement
2006-00255
023129.0121\408441.05

TRADEMARK
REEL: 003505 FRAME: 0187

ACKNOWLEDGMENT

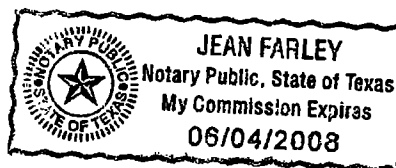
STATE OF Texas :

: SS

COUNTY OF Dallas :

Before me, the undersigned, a Notary Public, on this 5th day of March 2007, personally appeared Luis M. Meade to me known personally, who, being by me duly sworn, did say that ~~she~~^{he} is the Director of Residential Funding Company, LLC, as Lender, and that said Intellectual Property Security Agreement was signed on behalf of said Lender, and the said Luis Meade acknowledged said instrument to be ~~her~~^{his} free act and deed.

Jean Farley
Notary Public
My Commission Expires: 6-4-2008



SCHEDULE A
COPYRIGHT COLLATERAL

None

SCHEDULE B
PATENT COLLATERAL

None

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

1. Serial #: 75137522
Filing Date: 07/22/1996
Registration #: 2110541
Registration Date: 11/04/1997
Registrant: DentalCare Partners, Inc.
Mark: DENTURECARE

2. Serial #: 75279512
Filing Date: 04/22/1997
Registration #: 2206612
Registration Date: 12/01/1998
Registrant: DentalCare Partners, Inc.
Mark: DENTALWORKS

SCHEDULE D

DOMAIN NAMES

None

DCP Intellectual Property Security Agreement
2006-00255
023129.0121\408441.05