

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
SOS IPCO LLC		10/03/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Gryphon Hill, LLC
Street Address:	PO Box 1179
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33429-1179
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

Name:	Greg S. Feldman
Street Address:	390 Park Avenue, Suite 500
Internal Address:	c/o Wellspring Capital Management
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3252363	SNAP-ON SMILE
Serial Number:	77401660	MULTI-PURPOSE RESTORATIVE APPLIANCE
Serial Number:	77401666	NO SHOTS. NO DRILLING. NO ADHESIVES.

CORRESPONDENCE DATA

Fax Number: (212)492-0603
 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$90.00 3252363

Phone: 2123733603
Email: lsilber@paulweiss.com, hranucci@paulweiss.com
Correspondent Name: Lindsay N. Silber
Address Line 1: 1285 Avenue of the Americas
Address Line 2: c/o Paul, Weiss, LLP
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	16738-002
NAME OF SUBMITTER:	Lindsay N. Silber
Signature:	/lindsaynsilber/
Date:	10/07/2008

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, (the "Agreement") dated as of October 3, 2008, made by SOS IPCO LLC, a Delaware limited liability company ("IPCO") in favor of the Purchasers listed on Schedule A attached hereto (the "Purchasers," and, together with IPCO, the "Parties").

IPCO and Purchasers hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademark Office" means the United States Patent and Trademark Office.

"Security Agreement" means that certain Security and Pledge Agreement, dated as of the date hereof, among SOS OPCO LLC, a Delaware limited liability company, IPCO, Snap On Smile Holding Company LLC, a Delaware limited liability company and the Purchasers.

(b) **Terms Defined in Security Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Security Agreement.

SECTION 2. Security Interest.

(a) **Grant of Security Interest.** IPCO is the owner of the trademarks set forth on Schedule B hereto (the "Trademark Collateral"). As security for the payment and performance of the Obligations under the Security Agreement, IPCO hereby assigns and grants a continuing security interest to Purchasers in and to all of IPCO's right, title and interest in and to the Trademark Collateral; provided, however, that no grant of security interest shall be deemed granted hereunder in any application for a trademark that would be invalidated, canceled, voided or abandoned due to the grant and/or enforcement of such security interest, including, all United States trademark applications that are based on an intent-to-use such trademark in commerce; provided, further, however, that at such time the grant and/or enforcement of the security interest will not cause such application for a trademark to be invalidated, canceled, voided or abandoned, then such grant and/or enforcement of the security interest shall be deemed effective under this Agreement.

(b) **Continuing Security Interest.** The Parties hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Security Agreement or upon their mutual consent.

SECTION 3. Supplement to Security Agreement. This Agreement has been entered into in conjunction with the security interests granted to Purchasers under the Security Agreement. The rights and remedies of Purchasers with respect to the security interests granted

herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York without regard to its principles of conflict of laws.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart.

[Signature Pages Follow.]

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

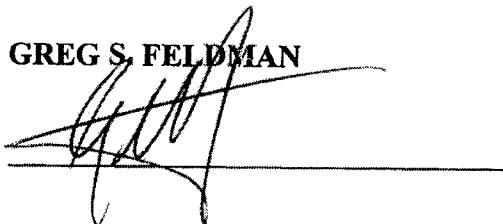
SOS IPCO L.L.C

By: 

Name: Adam Cotumaccio
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED:

GREG S. FELDMAN

A handwritten signature in black ink, appearing to read 'G.S. Feldman', is written over a solid horizontal line. The signature is stylized and cursive.

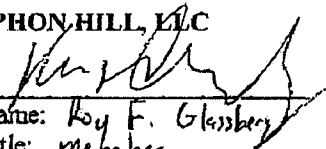
Trademark Security Agreement

TRADEMARK
REEL: 003866 FRAME: 0336

ACKNOWLEDGED AND AGREED:

GRYPHON HILL, LLC

By:


Name: Roy F. Glassberg
Title: member

9-29-08

[Signature Page to Trademark Security Agreement]

011108.0101

SCHEDULE A

SCHEDULE OF PURCHASERS

Investors/Addresses for Notice

Gryphon Hill, LLC
PO Box 1179
Boca Raton, FL 33429-1179

Greg S. Feldman
c/o Wellspring Capital Management
Suite 500
390 Park Avenue
New York, NY 10022

SCHEDULE B

SOS IPCO LLC

Trademark Applications and Registrations

TRADEMARK	REGISTRATION NUMBER	SERIAL NUMBER	REGISTRATION DATE
SNAP-ON SMILE	3,252,363	---	June 12, 2007
MULTI-PURPOSE RESTORATIVE APPLIANCE	---	77/401,660	Pending
NO SHOTS. NO DRILLING. NO ADHESIVES.	---	77/401,666	Pending