

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dent-A-Med Receivables Corporation		11/21/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Oklahoma, N.A., as Collateral Agent		
Street Address:	One Williams Center		
Internal Address:	Corporate Trust Department		
City:	Tulsa		
State/Country:	OKLAHOMA		
Postal Code:	74103		
Entity Type:	National Banking Institution: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1964257	DENT A MED	
Registration Number:	1966939	THE HELP CARD	
Registration Number:	3092469	HC PROCESSING CENTER	
CORRESPONDENCE DATA			
Fax Number:	(212)969-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Jenifer deWolf Paine		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	1585 Broadway		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	23387-020		

CH \$90.00 1964257

NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	11/26/2008
Total Attachments: 9 source=DENTAMED Combined Security Agreements#page1.tif source=DENTAMED Combined Security Agreements#page2.tif source=DENTAMED Combined Security Agreements#page3.tif source=DENTAMED Combined Security Agreements#page4.tif source=DENTAMED Combined Security Agreements#page5.tif source=DENTAMED Combined Security Agreements#page6.tif source=DENTAMED Combined Security Agreements#page7.tif source=DENTAMED Combined Security Agreements#page8.tif source=DENTAMED Combined Security Agreements#page9.tif	

ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT (this "Assignment") is entered into as of November 21, 2008, by and between **DENT-A-MED RECEIVABLES CORPORATION**, a Delaware corporation ("Assignor"), and **BANK OF OKLAHOMA, N.A.**, as collateral agent for the secured parties under that certain Note Purchase Agreement, dated as of August 10, 2006, by and among Assignor, as Issuer, Dent-A-Med, Inc., as Servicer, Dresdner Bank AG, New York Branch, as Tranche A Agent, as Tranche A Committed Purchaser and as Administrative Agent, Symphony No. 4, LLC, as Tranche A Conduit Purchaser, the Tranche B Purchasers party thereto, and Bank of Oklahoma, N.A., as Collateral Agent (in such capacity, "Assignee").

1. Trademark Security Agreement. "Trademark Security Agreement" means that certain Trademark Security Agreement, dated as of November 21, 2008, by and between Assignor and Dent-A-Med, Inc., an Oklahoma corporation.

2. Assignment. For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, transfers and assigns to Assignee all of Assignor's right, title, and interest in, to and under the Trademark Security Agreement, together with all moneys now owing or that may hereafter become due or owing in pursuant thereto, and the full benefit of all the powers and of all the covenants and provisos contained therein.

3. Assumption. Assignee hereby assumes the covenants, agreements, and obligations of Assignor under the Trademark Security Agreement that are required to be performed on or after the date of this Assignment.

4. Power and Authority. Assignor and Assignee each represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the individual signing this Assignment on behalf of such party is fully empowered and authorized to do so.

5. Counterpart Execution. This Assignment may be executed in one or more counterparts, all of which taken together shall be considered one and the same instrument and each of which shall be deemed an original.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

DENT-A-MED RECEIVABLES CORPORATION,
as Assignor

By: T. Warren Center D.M.D.
Name: T. Warren Center D.M.D.
Title: Pres.

BANK OF OKLAHOMA, N.A.,
as Assignee,

By: _____
Name:
Title:

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003893 FRAME: 0830

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

DENT-A-MED RECEIVABLES CORPORATION,
as Assignor

By: _____
Name:
Title:

BANK OF OKLAHOMA, N.A.,
as Assignee,

By: *Cynthia Wilkinson*
Name: Cynthia Wilkinson
Title: Vice President & Trust Officer

[SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003893 FRAME: 0831

EXHIBIT A

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 21st day of November 2008, by and between **DENT-A-MED, INC.**, an Oklahoma corporation ("Grantor"), and **DENT-A-MED RECEIVABLES CORPORATION**, a Delaware corporation ("Issuer").

WITNESSETH:

WHEREAS, Grantor and Issuer, among others, are party to that certain Note Purchase Agreement, dated as of August 10, 2006 (as amended from time to time, the "Note Purchase Agreement"), pursuant to which the Purchasers (as defined under the Note Purchase Agreement) have agreed to make certain financial accommodations available to Issuer pursuant to the terms and conditions thereof;

WHEREAS, as a condition to the Note Purchase Agreement, Grantor and Issuer entered into that certain Amended and Restated Purchase and Sale Agreement, dated as of August 10, 2006 (as amended, supplemented or modified from time to time, the "Purchase and Sale Agreement"), pursuant to which Grantor granted to Issuer a duly perfected security interest in all of Grantor's right, title and interest in and to the DAMI Obligation Collateral (as defined in the Purchase and Sale Agreement); and

WHEREAS, as a condition to that certain Third Amendment to Note Purchase Agreement and Forbearance Agreement, dated as of November 21, 2008, by and among Issuer, as Issuer, Grantor, as Servicer, Dresdner Bank AG, New York Branch, as Tranche A Agent, as Tranche A Committed Purchaser and as Administrative Agent, Symphony No. 4, LLC, as Tranche A Conduit Purchaser, the Tranche B Purchasers party thereto, and Bank of Oklahoma, N.A., as Collateral Agent (the "Third Amendment to Note Purchase Agreement"), Grantor has agreed to enter into this Agreement, to further evidence Issuer's security interest in Grantor's trademarks and related general intangibles;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase and Sale Agreement or the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Issuer a continuing first priority, duly perfected security interest in all of Grantor's right, title and interest in, to and under the following personal property owned or hereafter acquired by Grantor, whether now existing or hereafter arising and wherever located (collectively, the "Trademark Collateral"):

(a) any and all of its trademarks, trade names, service marks and applications for any of the foregoing (collectively, "Trademarks") (including without limitation, the

Trademarks listed on Schedule I), and all rights in, to and under all licenses (collectively, "Trademark Intellectual Property Licenses") entered into by Grantor in connection therewith;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles (as defined in Article 9 of the UCC) with respect to the foregoing;

(c) all modifications, renewals and extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products, proceeds (including cash or non-cash proceeds), income, royalties, damages and payments now and hereafter due or payable under and with respect to the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark or Trademark Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secures the payment and performance of all DAMI Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the DAMI Obligations (including without limitation, any amounts which would be owed by Grantor to Issuer, but for the fact that they are unenforceable or not allowable due to the existence of an Event of Bankruptcy involving Grantor).

4. PURCHASE AND SALE AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Issuer pursuant to the Purchase and Sale Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Issuer with respect to the security interest in the Trademark Collateral granted hereunder are more fully set forth in the Purchase and Sale Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor obtains rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Issuer (or its agent, including without limitation, the Collateral Agent) with respect to any such new Trademarks or any renewal or extension of any Trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Issuer (or its agent, including without limitation, the Collateral Agent) unilaterally to modify this Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Issuer's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. EXECUTION IN 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 when taken together shall constitute one and the same agreement.

7. CAPTIONS AND CROSS-REFERENCES. The various captions in this Agreement are included for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. References in this Agreement to any Section or Schedule are to such Section or Schedule to this Agreement, as the case may be.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DENT-A-MED, INC.,
as Grantor

By: T. Warren Center D.M.D.
Name: T. Warren Center D.M.D.
Title: Pres.

ACCEPTED AND ACKNOWLEDGED BY:

DENT-A-MED RECEIVABLES
CORPORATION,
as Issuer

By: T. Warren Center D.M.D.
Name: T. Warren Center D.M.D.
Title: Pres.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003893 FRAME: 0836

SCHEDULE I

Trademark Registrations/Applications

COUNTRY	MARK	APPLICATION/REGISTRATION NO.	APPLICATION/REGISTRATION DATE
United States	DENT A MED	1,964,257	March 26, 1996
United States	HC PROCESSING CENTER	3,092,469	May 16, 2006
United States	THE HELP CARD	1,966,939	April 9, 1996

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None