

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NCDR, L.L.C.		02/06/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GMAC Commercial Finance LLC, as Agent		
<b>Street Address:</b>	3000 Town Center, Suite 280		
<b>City:</b>	Southfield		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48075		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2804403	KOOL SMILES	
Registration Number:	2816474	KOOL SMILES GENERAL DENTISTRY FOR CHILDREN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312/876-6557		
<b>Email:</b>	christina.mcclure@lw.com		
<b>Correspondent Name:</b>	Christina McClure		
<b>Address Line 1:</b>	233 S. Wacker Drive		
<b>Address Line 2:</b>	c/o Latham & Watkins LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	031620-0055		
NAME OF SUBMITTER:	Christina McClure		
Signature:	/cm/		

CH \$65.00 2804403

Date:

02/09/2009

**Total Attachments: 6**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (as it may be amended, restated, modified, supplemented or otherwise modified from time to time hereto, this "Trademark Security Agreement"), dated as of February 6, 2009, by NCDR, L.L.C., a Delaware limited liability company ("Grantor"), in favor of GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company ("GMAC"), in its capacity as agent for the Lenders (as defined below) (together with its successors and permitted assigns, the "Secured Party").

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the Secured Party and the other Persons signatory thereto from time to time as lenders (the "Lenders") (including all exhibits and schedules thereto, as from time to time amended, restated, modified, refinanced, supplemented or otherwise modified, the "Credit Agreement"), Secured Party and Lenders have agreed to make Loans and provide other financial accommodations to Grantor;

WHEREAS, in connection with the making of the Loans (as defined in the Credit Agreement) under the Existing Credit Agreement (as defined in the Credit Agreement), that certain Trademark Security Agreement dated as of August 31, 2006, by the Grantor to CF Blackburn LLC (successor by assignment from GMAC, which, in turn, is a successor by assignment from Residential Funding Company, LLC, which, in turn, is successor by conversion from Residential Funding Corporation) ("CF"), has been previously executed and delivered by the parties thereto (as amended or otherwise modified from time to time prior to the date of this Trademark Security Agreement, the "Existing Trademark Security Agreement");

WHEREAS, in connection with the execution and delivery of the Credit Agreement and the Loan Documents delivered pursuant thereto, each of the parties hereto acknowledges and agrees that the Secured Party shall become the Agent for CF and all other Lenders which may, from time to time, become party to the Credit Agreement, and shall, in connection therewith, receive an assignment of and hold for its benefit and the ratable benefit of all Lenders all rights and interests held by CF immediately prior to the date of this Trademark Security Agreement under each of the Security Documents;

WHEREAS, the Grantor and Secured Party, for itself and the benefit of the Lenders, hereby wish to amend and restate the Existing Trademark Security Agreement, upon the terms and conditions set forth herein, to read in its entirety as set forth herein;

WHEREAS, in order to induce Secured Party and the Lenders to enter into the Credit Agreement and the other Loan Documents and to induce Secured Party to make the Loans as provided for in the Credit Agreement, Grantor shall have executed and delivered to Secured Party, for itself and the benefit of the Lenders, that certain Amended and Restated Security Agreement dated as of the date herewith (including all exhibits or schedules thereto, as from time

to time amended, restated, modified, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Secured Party, for itself and the benefit of the Lenders, this Trademark Security Agreement.

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 Credit Agreement and/or the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party, for itself and the benefit of the Lenders, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all products and proceeds of 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 Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

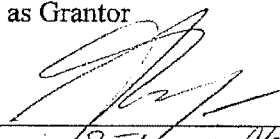
4. AMENDMENT AND RESTATEMENT. This Trademark Security Agreement amends and restates the Existing Trademark Security Agreement in its entirety, and nothing in this Trademark Security Agreement shall be deemed to constitute a novation of the Existing Trademark Security Agreement. Without in any way limiting the terms of this Trademark Security Agreement, all obligations of Grantor under the Existing Trademark Security Agreement shall be deemed to be obligations of the Grantor under this Trademark Security

Agreement and all security interest and other rights of the Secured Party with respect to the Trademark Collateral of Grantor under the Existing Trademark Security Agreement shall be deemed to be the security interest or rights of Secured Party hereunder. This Trademark Security Agreement does not evidence a repayment and reborrowing of the Obligations or a termination and regranting of the security interest granted under the Existing Trademark Security Agreement. Such Obligations and security interest shall be continuing in all respects.

[signature page follows]

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

NCDR, L.L.C., a Delaware limited liability company, as Grantor

By:   
Name: ST Thomas Vance  
Title: CFO

ACCEPTED AND ACKNOWLEDGED BY:

GMAC COMMERCIAL FINANCE LLC,  
a Delaware limited liability company, as Agent

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

[Signature Page to Amended and Restated Trademark Security Agreement]

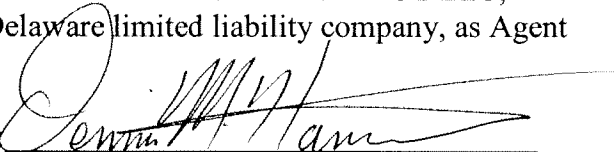
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NCDR, L.L.C., a Delaware limited liability company, as Grantor

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

ACCEPTED AND ACKNOWLEDGED BY:

GMAC COMMERCIAL FINANCE LLC,  
a Delaware limited liability company, as Agent

By:   
Name: Dennis M. Hansen  
Title: Director

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

Trademark: KOOL SMILES  
Registration Number: 2,804,403  
Registered: January 13, 2004

Trademark: KOOL SMILES GENERAL DENTISTRY FOR CHILDREN  
Registration Number: 2,816,474  
Registered: February 24, 2004