

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement to that certain Second Amended and Restated Loan and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DentalCare Partners, Inc.		02/11/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GMAC Commercial Finance LLC		
Street Address:	2711 North Haskell, Suite 900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75204		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2110541	DENTURECARE	
Registration Number:	2206613	DENTALWORKS	
Registration Number:	3548959	DENTALCARE PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	(214)758-1550		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2147581500		
Email:	estafford@pattonboggs.com		
Correspondent Name:	Elizabeth Stafford, IP Specialist		
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:	Elizabeth A. Stafford, IP Specialist		

OP \$90.00 2110541

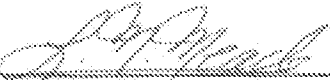
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REEL: 003937 FRAME: 0886

Signature:	/Elizabeth A. Stafford, IP Specialist/
Date:	02/18/2009
<p>Total Attachments: 11</p> <p>source=Document#page1.tif</p> <p>source=A&amp;R Intellectual Property Security Agreement - executed by DCP - 02 17 09#page1.tif</p> <p>source=A&amp;R Intellectual Property Security Agreement - executed by DCP - 02 17 09#page2.tif</p> <p>source=A&amp;R Intellectual Property Security Agreement - executed by DCP - 02 17 09#page3.tif</p> <p>source=A&amp;R Intellectual Property Security Agreement - executed by DCP - 02 17 09#page4.tif</p> <p>source=A&amp;R Intellectual Property Security Agreement - executed by DCP - 02 17 09#page5.tif</p> <p>source=A&amp;R Intellectual Property Security Agreement - executed by DCP - 02 17 09#page6.tif</p> <p>source=A&amp;R Intellectual Property Security Agreement - executed by DCP - 02 17 09#page7.tif</p> <p>source=A&amp;R Intellectual Property Security Agreement - executed by DCP - 02 17 09#page8.tif</p> <p>source=A&amp;R Intellectual Property Security Agreement - executed by DCP - 02 17 09#page9.tif</p> <p>source=A&amp;R Intellectual Property Security Agreement - executed by DCP - 02 17 09#page10.tif</p>	

SECURED PARTY:

GMAC COMMERCIAL FINANCE LLC

By:   
Name: Luis M. Mcade  
Title: Director

**AMENDED AND RESTATED**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "**IP Security Agreement**") is made and effective as of February 11, 2009, by **DentalCare Partners, Inc.** (together with any successor or permitted assignee, the "**Grantor**") in favor of **GMAC Commercial Finance LLC** (the "**Secured Party**"). 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 Second Amended and Restated Loan and Security Agreement, dated as of January 30, 2009, by and among the Grantor (and certain of its Subsidiaries), Secured Party and the Lenders party thereto (as amended, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), the Lenders have extended and desire 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 Lenders to perform under the Loan Agreement that Grantor shall have executed and delivered this IP Security Agreement to Secured Party;

**NOW, THEREFORE**, in consideration of the Lenders' performance under the Loan Agreement and to agree, subject to the terms and conditions set forth therein, 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 Secured Party for the benefit of the Lenders, 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 Secured Party, 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 Secured Party's reasonable discretion to take any action and to execute any instrument that Secured Party 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 Secured Party, to modify or amend (in the sole discretion of Secured Party 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 Secured Party 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 Secured Party'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 Secured Party 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 Secured Party in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Secured Party deems to be in the best interest of Secured Party, (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, Secured Party (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 Secured Party 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 Secured Party 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 Secured Party under the Loan Agreement. The rights and remedies of the Grantor and Secured Party 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.


(c) This IP Security Agreement amends and restates (but does not constitute an extinguishment or novation) of that certain Intellectual Property Security Agreement dated March 5, 2007 between Grantor and Secured Party (as successor to Residential Funding Company, LLC).

*[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



**SECURED PARTY:**

**GMAC COMMERCIAL FINANCE LLC**

By: \_\_\_\_\_

Name: Luis M. Meade

Title: Director

**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 #: 2206613  
Registration Date: 12/01/1998  
Registrant: DentalCare Partners, Inc.  
Mark: DENTALWOFKS
3. U.S. Trademark Reg. No. 3,548,959  
Issued: December 23, 2008  
Serial No.: 77/276,292  
Mark: DENTALCARE PARTNERS  
Filed: September 11, 2007

**SCHEDULE D**

**DOMAIN NAMES**

None