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
Smile Brands Group Inc.		02/26/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Administrative Agent
Street Address:	333 South Grand Avenue, Suite 900
Internal Address:	Attn: Luke Harbinson
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77789436	SMILE BRANDS

CH $40.00 77789436

CORRESPONDENCE DATA

Fax Number: (213)612-2499
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 213-629-2020
Email: lpartmann@orrick.com
Correspondent Name: Ramon Galvan
Address Line 1: 777 South Figueroa Street, Suite 3200
Address Line 2: Orrick, Herrington & Sutcliffe LLP
Address Line 4: Los Angeles, CALIFORNIA 90017-5855

ATTORNEY DOCKET NUMBER:	1696-472/1640
NAME OF SUBMITTER:	Ramon Galvan
Signature:	/Ramon Galvan/

Date:	02/26/2010

Total Attachments: 4
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GRANT OF SECURITY INTEREST

TRADEMARKS

THIS GRANT OF SECURITY INTEREST, dated as of February 26, 2010 is executed by SMILE BRANDS GROUP INC., a Delaware corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), as collateral agent for the Secured Parties (in such capacity, together with any successors and assigns in such capacity, the "Collateral Agent"). Unless otherwise defined herein, all other capitalized terms used herein and defined in the Credit Agreement shall have the respective meanings given to those terms in the Credit Agreement.

A. Pursuant to that certain Credit Agreement, dated as of February 26, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Smile Brands Inc., Smile Brands West, Inc., Smile Brands of Texas, L.P. and Smile Brands East, Inc. (collectively, the "Borrowers"), the lenders from time to time party thereto (the "Lenders") and Wells Fargo, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), Collateral Agent, L/C Issuer and Swing Line Lender, the Lenders have agreed to extend loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein. In addition, certain of the Lender Parties may, from time to time, enter into Lender Rate Contracts with one or more of the Borrowers or provide Lender Bank Products to one or more of the Borrowers.

B. The Grantor has adopted, used and is using the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the "Trademarks").

C. The Grantor and other entities party thereto from time to time have entered into a Security Agreement dated as of February 26, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to which the Grantor is required to execute and deliver this Grant of Security Interest.

D. Pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the customer lists and records related to the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Collateral Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

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The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Collateral Agent's address is:

Wells Fargo Bank, National Association
333 S. Grand Avenue, Suite 900
Los Angeles, California 90071
Attention: Luke Harbinson
Tel. No. (213) 253-6207
Fax No. (213) 628-1188

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

SMILE BRANDS GROUP INC.

By: _____

Name: Bradley E. Schmidt
Title: Chief Financial Officer

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

NAME	OWNER	COUNTRY	STATUS	REG. NO.	REG. DATE
SMILE BRANDS	Smile Brands Group Inc.	USA	Pending	77/789,436	07/24/2009

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None

RECORDED: 02/26/2010

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