

TO: JORDAN ALTMAN COMPANY: 599 LEXINGTON AVENUE

RE 3/15/10

03-16-2010

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																											
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (LEASE)																											
CONVEYING PARTY DATA																												
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>FORBA HOLDINGS, LLC</td><td></td><td>02/01/2010</td><td>LIMITED LIABILITY COMPANY: DELAWARE</td></tr><tr><td>SMALL SMILES HOLDING COMPANY, LLC</td><td></td><td>02/01/2010</td><td>LIMITED LIABILITY COMPANY: DELAWARE</td></tr><tr><td>FORBA NY, LLC</td><td></td><td>02/01/2010</td><td>LIMITED LIABILITY COMPANY: NEW YORK</td></tr><tr><td>FORBA SERVICES, INC.</td><td></td><td>02/01/2010</td><td>CORPORATION: DELAWARE</td></tr><tr><td>EEHC, INC.</td><td></td><td>02/01/2010</td><td>CORPORATION: DELAWARE</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	FORBA HOLDINGS, LLC		02/01/2010	LIMITED LIABILITY COMPANY: DELAWARE	SMALL SMILES HOLDING COMPANY, LLC		02/01/2010	LIMITED LIABILITY COMPANY: DELAWARE	FORBA NY, LLC		02/01/2010	LIMITED LIABILITY COMPANY: NEW YORK	FORBA SERVICES, INC.		02/01/2010	CORPORATION: DELAWARE	EEHC, INC.		02/01/2010	CORPORATION: DELAWARE				
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<table border="1"><tr><td>Name:</td><td>CIT HEALTHCARE LLC</td></tr><tr><td>Street Address:</td><td>505 FIFTH AVENUE</td></tr><tr><td>City:</td><td>NEW YORK</td></tr><tr><td>State/Country:</td><td>NEW YORK</td></tr><tr><td>Postal Code:</td><td>10017</td></tr><tr><td>Entity Type:</td><td>LIMITED LIABILITY COMPANY: DELAWARE</td></tr></table>	Name:	CIT HEALTHCARE LLC	Street Address:	505 FIFTH AVENUE	City:	NEW YORK	State/Country:	NEW YORK	Postal Code:	10017	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE																
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CH 5390.00 3529322

TRADEMARK

REEL: 004166 FRAME: 0792

TO: JORDAN ALTMAN COMPANY: 599 LEXINGTON AVENUE

Registration Number:	3538249	BETTER ACCESS FOR A BETTER AMERICA
Registration Number:	3710878	TEXAS SMILES
Serial Number:	77295488	TEXAS SMILES
Registration Number:	3440297	SMALL SMILES
Registration Number:	3440292	SMALL SMILES
Registration Number:	3538248	F
Registration Number:	3339163	FORBA

CORRESPONDENCE DATA

Fax Number: (646)848-4455

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-848-4455

Email: jlik@shearman.com

Correspondent Name: Jordan Altman

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	34554/66
NAME OF SUBMITTER:	JORDAN ALTMAN
Signature:	/JORDAN ALTMAN/
Date:	03/03/2010

Total Attachments: 10

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TRADEMARK

REEL: 004166 FRAME: 0793

**AMENDED AND RESTATED INTELLECTUAL PROPERTY
SECURITY AGREEMENT (LEASE)**

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (LEASE) (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated February 1, 2010, is made by the Persons listed as Grantors on the signature pages hereof (collectively, the "*Grantors*") in favor of CIT Healthcare LLC, as collateral agent (the "*Collateral Agent*") for SSO Funding Corp. (the "*Secured Party*").

WHEREAS, OpCo, FORBA Services, Inc. (f/k/a Sanus Services, Inc.), FORBA NY, LLC (f/k/a Sanus NY, LLC) and Small Smiles Holding Company, LLC have entered into that certain Intellectual Property Security Agreement dated as of September 26, 2006 (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the "*Existing IP Security Agreement*") in favor of CIT Healthcare LLC as collateral agent for SSO Funding Corp.

WHEREAS, OpCo has entered into that certain Registered Lease and License Financing and Purchase Option Agreement dated as of September 26, 2006 with SSO Funding Corp. and CIT Healthcare LLC, as Collateral Agent (as amended, amended and restated, supplemented or otherwise modified prior to the date hereof, the "*Initial Lease Agreement*").

WHEREAS, OpCo, SSO Funding Corp. and CIT Healthcare LLC have agreed to amend and restate the Initial Lease Agreement on the terms provided in that certain Amended and Restated Registered Lease and License Financing and Purchase Option Agreement dated as of the date hereof (said agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "*Master Lease*") among OpCo, SSO Funding Corp. and CIT Healthcare LLC as Collateral Agent. Terms defined in the Master Lease and not otherwise defined herein are used herein as defined in the Master Lease.

WHEREAS, OpCo has requested that the Existing IP Security Agreement be amended and restated as set forth herein on the terms and conditions set forth herein and in that certain Amended and Restated Intellectual Property Security Agreement (Murabaha) dated as of the date hereof (the "*Murabaha IP Security Agreement*") among the Grantors and the Collateral Agent, and the Collateral Agent has agreed to amend and restate the Existing IP Security Agreement upon the terms and subject to the conditions set forth herein and in the Murabaha IP Security Agreement.

WHEREAS, as a condition precedent to the entry into the Lease/Purchase Documents, each Grantor has executed and delivered that certain Amended and Restated Lease/Purchase Company First Lien Security Agreement dated as of the date hereof made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"). The Lease/Purchase Documents are referred to herein as the "*Documents*."

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Party, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Party a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*");

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all obligations of such Grantor now or hereafter existing under or in respect of the Documents, whether direct or indirect, absolute or contingent, and whether for payments, reimbursements, obligations, rents, premiums, penalties, fees, indemnifications, contract causes of action, costs,

expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to the Secured Party under the Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Grantor.

SECTION 3. Recordation. To the extent necessary to create a perfected security interest in the Collateral, each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

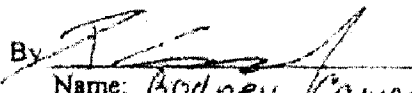
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

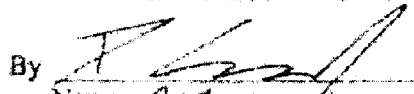
IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FORBA HOLDINGS, LLC

By 
Name: Rodney Cawood
Title: EVP and CFO


Address for Notices:
FORBA Holdings LLC
618 Church Street
Suite 520
Nashville, Tennessee 37219
Attn: Rodney Cawood

SMALL SMILES HOLDING COMPANY, LLC

By 
Name: Rodney Cawood
Title: EVP and CFO

Address for Notices:
FORBA Holdings LLC
618 Church Street
Suite 520
Nashville, Tennessee 37219
Attn: Rodney Cawood


FORBA NY, LLC

By 
Name: Rodney Cawood
Title: EVP and CFO

Address for Notices:
FORBA Holdings LLC
618 Church Street
Suite 520
Nashville, Tennessee 37219
Attn: Rodney Cawood


{Amended and Restated IP Security Agreement (Lease)}

FORBA SERVICES, INC.

By: 
Name: Rodney Cawood
Title: EVP and CFO

Address for Notices:
FORBA Holdings LLC
618 Church Street
Suite 520
Nashville, Tennessee 37219
Attn: Rodney Cawood

EEHC, INC.

By: 
Name: Rodney Cawood
Title: EVP and CFO

Address for Notices:
FORBA Holdings LLC
618 Church Street
Suite 520
Nashville, Tennessee 37219
Attn: Rodney Cawood

[Amended and Restated IP Security Agreement (Lease)]

AGREED AND ACKNOWLEDGED:

CIT HEALTHCARE LLC
as Collateral Agent

By

Name:

Title: **Martin A. Healey**
Director

[Amended and Restated IP Security Agreement (Lease)]


Patents

None

Trademarks

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
SMALL SMILES	U.S.	3529322 20081104	78/953016 20060816	Forba Holdings, LLC	Registered
Design only	U.S.	3684344 20090915	77/601313 20081027	Forba Holdings, LLC	Registered
Design only	U.S.	3684343 20090915	77/601305 20081027	Forba Holdings, LLC	Registered
Design only	U.S.	3684342 20090915	77/601300 20081027	Forba Holdings, LLC	Registered
GIVING AMERICA'S KIDS THE SMILES THEY DESERVE	U.S.	3613514 20090428	77/402245 20080221	Forba Holdings, LLC	Registered
OKLAHOMA SMILES	U.S.	3535271 20081118	77/399111 20080217	Forba Holdings, LLC	Registered
OKLAHOMA SMILES	U.S.	3535270 20081118	77/399110 20080217	Forba Holdings, LLC	Registered
SMALL SMILES. BIG DIFFERENCE.	U.S.	3584346 20090303	77/380387 20080125	Forba Holdings, LLC	Registered
BETTER ACCESS FOR A BETTER AMERICA	U.S.	3538249 20081125	77/295516 20071003	Forba Holdings, LLC	Registered
TEXAS SMILES	U.S.	3710878 20091117	77/295503 20071003	Forba Holdings, LLC	Registered
TEXAS SMILES	U.S.	N/A	77/295488 20071003	Forba Holdings, LLC	Pending – ITU
SMALL SMILES	U.S.	3440297 20080603	77/295476 20071003	Forba Holdings, LLC	Registered
SMALL SMILES	U.S.	3440292 20080603	77/295429 20071003	Forba Holdings, LLC	Registered
F	U.S.	3538248 20081125	77/295422 20071003	Forba Holdings, LLC	Registered
FORBA	U.S.	3339163 20071120	77/156357 20070413	Forba Holdings, LLC	Registered

State Trademark/Service Mark Registrations

<u>Service Mark</u>	<u>State</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Issue Date</u>
WILD SMILES	Texas	WILD SMILES	801027912	09/10/08
WILD SMILES DENTAL CENTERS	Texas		801027917	09/29/08

Copyrights

Title	Reg. No. / Date	Owner	Status
FORBA Holly Hippo Head-shot.	VA1655453 20081231	Forba Holdings, LLC	Registered
FORBA DJ Z Zebra Head-shot.	VA1655451 20081231	Forba Holdings, LLC	Registered
FORBA Luis Leopard Head-shot.	VA1655450 20081231	Forba Holdings, LLC	Registered
National Children's Dental health Month.	TXU1595222 20081114	Forba Holdings, LLC	Registered
Guide to Dental Health Screenings.	TXU1595221 20081114	Forba Holdings, LLC	Registered
Preventive Resin Restorations.	TX6891260 20081114	Forba Holdings, LLC	Registered