

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
Micro Dental Laboratories		03/31/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Midcap Financial, LLC, as Administrative Agent		
Street Address:	7735 Old Georgetown Road		
Internal Address:	Suite 400		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2911819	ACTION GUARD	
Registration Number:	3046785	HELPING YOU CREATE LIFE-CHANGING AESTHETICS	
Registration Number:	2290872	MICRODENTAL	
Registration Number:	2290873	MICRODENTAL LABORATORIES	
Registration Number:	2978949	SIGNATURE EXPERTISE MEETS ARTISTRY	
Registration Number:	3069106		
Registration Number:	3099191	TEETH - THE ULTIMATE ACCESSORY	
Serial Number:	77916349	SMILES MATTER	
Serial Number:	77789534	A BEAUTIFUL SMILE IS WORTH A THOUSAND WORDS	
Serial Number:	77789540	BEHIND THE SMILE	
Serial Number:	77789523	MICRO TEMP	
Serial Number:	77789519	P2Z	
Serial Number:	77789529	THE ARTIST BEHIND THE SMILE	

CH \$340.00 2911819

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 609-7838
Email: podonoghue@vedderprice.com
Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.
Address Line 1: 222 North LaSalle Street
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	41012.00.0029
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	04/27/2010

Total Attachments: 13
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 31st day of March, 2010, by **MICRO DENTAL LABORATORIES**, a California corporation ("Grantor"), in favor of **MIDCAP FINANCIAL, LLC**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "Grantee"):

W I T N E S S E T H:

WHEREAS, Grantor, certain of the Grantor's affiliates, Grantee and Lenders are parties to a certain Credit and Security Agreement dated as of even date herewith (as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of the Credit Agreement and certain other "Security Documents," as defined in the Credit Agreement, now and/or hereafter executed by Grantor in favor of Grantee, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, and trademark applications, and all goodwill attributable to any of the foregoing belonging to Grantor (collectively, the "Trademarks"), and all products and proceeds thereof, to secure the payment of all amounts owed by Grantor under the Credit Agreement;

WHEREAS, Grantor and Grantee wish to execute an agreement governed by the laws of the State of Maryland evidencing, providing for and reconfirming the granting of such security interest in the Trademarks and all proceeds thereof, which such agreement may be and is intended by the parties to be filed with the United States Patent and Trademark Office; and

WHEREAS, Grantor and Grantee mutually agree and acknowledge that this Agreement shall not function as any form of assignment of the ownership of the Trademarks; provided, however, that such agreement and acknowledgment shall in no way derogate the security pledge provided in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor, intending to be legally bound, agrees as follows:

1. Incorporation of Credit Agreement and Security Documents. The Credit Agreement and the Security Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms

its prior grant pursuant to the Credit Agreement and the other Security Documents of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademarks Collateral"), whether now owned or existing and hereafter created, acquired or arising:

i. each Trademark and application for Trademark listed on Schedule 1 annexed hereto, and each of the Trademarks (including each trademark application) that may be the subject of any supplement to this Agreement hereafter delivered by Grantor to Grantee in accordance with the provisions of Section 3 of this Agreement below; and

ii. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademarks or injury to the goodwill associated with any Trademarks and also including any and all Accounts (including without limitation rights to receive license fees or royalties in connection with any licenses of the Trademarks (including each trademark application)) and General Intangibles arising therefrom and/or constituting proceeds thereof.

3. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that Grantor shall provide Lender a listing of any new Trademarks (including any new trademark application and any new trademark issued or registered with respect to any trademark application previously listed on Schedule 1 hereto or on Schedule A to any supplement delivered to Grantee in accordance with this paragraph, "New Trademarks"), acquired during the fiscal quarter corresponding to such financial statement and, Grantor shall deliver to Grantee a duly executed supplement to this Agreement in the form of Exhibit A hereto, listing all New Trademarks on Schedule A thereto, pursuant to which Grantor shall grant and reconfirm the grant of a security interest in such New Trademarks and the proceeds thereof to Grantee to secure the Obligations, which such supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

4. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that:

A. Schedule 1 sets forth a full, complete and correct list of all registered and pending Trademarks owned by Grantor as of the date hereof; and

B. As of the date hereof, (i) all such registered Trademarks listed on Schedule 1 are valid, live, and enforceable, to the best of Grantor's knowledge after due inquiry, and all filings necessary to maintain the effectiveness of all such registered Trademarks have been made (including payment of any maintenance fees), (ii) all such filed trademark applications listed on Schedule 1 have been filed with the United States Patent and Trademark Office and any and all applicable application or filing fees have been paid in connection therewith, and (iii) except as set forth on Schedule I, to the best of Grantor's knowledge after due inquiry, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all such registered Trademarks free and clear of any Liens other than Permitted Liens, including without limitation licenses and covenants by Grantor not to sue third persons.

5. Events of Default and Remedies. The occurrence of any “Event of Default” as defined and provided for in the Credit Agreement shall constitute an “Event of Default” under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Grantee, in addition to all other rights, options, and remedies granted to Grantee under the Credit Agreement or any other Security Document, or otherwise available to Grantee at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Trademarks Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code as in effect in the State of Maryland from time to time.

6. Power of Attorney. Without limiting the generality of any power of attorney granted to Grantee under the Credit Agreement or any other Security Document, Grantor hereby authorizes Grantee, its successors and assigns, and any officer, employee, attorney or agent thereof, as Grantor’s true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of Grantor any supplement to this Agreement or other security agreement or similar document or instrument which Grantee may deem necessary or desirable in order to create, protect, perfect or enforce the security interest in the Trademarks Collateral provided for herein, and (ii) after the occurrence and during the continuance of an Event of Default as defined in Section 5 above, to execute and endorse on behalf of and in the name of Grantor any assignment, bill of sale or similar document or instrument which Grantee may deem necessary or desirable in order for Grantee to assign, pledge, convey or otherwise, sell, transfer title in or dispose of the Trademarks Collateral, and in each case to file with the Assignment Branch of the United States Patent and Trademark Office in the name of and on behalf of Grantor any such supplement, agreement, document, instrument, assignment or bill of sale executed by Grantee, its successors and assigns, and any officer, employee, attorney or agent thereof under this power of attorney. Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement. This power of attorney is coupled with an interest and is and shall be irrevocable.

7. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

*(Signatures on Following Page)
(Remainder of Page Left Intentionally Blank)*

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

MICRO DENTAL LABORATORIES, a California corporation

By: 

Jeffrey V. Zellmer

Chief Financial Officer

(Signature Page to Trademark Security Agreement)

Agreed and Accepted As of the Date First
Written Above

GRANTEE:

MIDCAP FINANCIAL, LLC, a Delaware
limited liability company, as Administrative
Agent

By: 

Name: Garrett Fletcher

Its: Managing Director

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

U.S. Registered Trademarks

U.S. Registered Trademarks

Description	Serial (Registration) No.	Status	Owner
ACTION GUARD	78/299655 (2911819)	Registered – aff of use 12/14/10	MICRO DENTAL LABORATORIES
HELPING YOU CREATE LIFE– CHANGING AESTHETICS	78/274430 (3046785)	Registered – aff of use 1/17/12	MICRO DENTAL LABORATORIES
MICRODENTAL	75/412025 (2290872)	Registered – next renewal 11/9/19	MICRO DENTAL LABORATORIES
MICRODENTAL LABORATORIES	75/412035 (2290873)	Registered – next renewal 11/9/19	MICRO DENTAL LABORATORIES
SIGNATURE EXPERTISE MEETS ARTISTRY (Stylized)	78/264983 (2978949)	Registered – aff of use 7/26/11	MICRO DENTAL LABORATORIES
STYLIZED TOOTH DESIGN	78/345491 (3069106)	Registered – aff of use 3/14/12	MICRO DENTAL LABORATORIES
TEETH – THE ULTIMATE ACCESSORY	78/463112 (3099191)	Registered – aff of use 5/30/12	MICRO DENTAL LABORATORIES
SMILES MATTER	77/916349	Pending – pre-reg status 7/20/10	MICRO DENTAL LABORATORIES
A BEAUTIFUL SMILE IS WORTH A THOUSAND WORDS	77/789534	Allowed – 1st ext due 8/9/10	MICRO DENTAL LABORATORIES
BEHIND THE SMILE	77/789540	Allowed – 1st ext due 8/9/10	MICRO DENTAL LABORATORIES
MICRO TEMP	77/789523	Pending – resp due 4/16/10	MICRO DENTAL LABORATORIES
P2Z	77/789519	Pending – rep due 4/14/10	MICRO DENTAL LABORATORIES
THE ARTIST BEHIND THE SMILE	77/789529	Allowed – 1st ext due 8/9/10	MICRO DENTAL LABORATORIES

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, 20__ by **MICRO DENTAL LABORATORIES**, a California corporation ("Grantor"), in favor of MidCap Financial, LLC, a Delaware limited liability company, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee");

WITNESSETH:

WHEREAS, Grantor and Grantee are parties to a certain Trademark Security Agreement dated as of March 31, 2010 (as the same heretofore may have been and hereafter may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "Trademark Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement;

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantor has granted to Grantee to secure the Obligations a security interest in and to all of Grantor's now existing and hereafter New Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantor has agreed that in connection with the acquisition by Grantor of any New Trademarks, Grantor shall deliver to Grantee a Supplement to Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantor shall grant and reconfirm the grant by it of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantor provided for or created under any other Security Document, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, and all of the goodwill of the business in connection with the use of, and symbolized by, each Trademark; and all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademarks or injury to the goodwill associated with any Trademarks and also including any and all Accounts (including without limitation, rights to receive license fees or royalties in connection with any licenses of the New Trademarks) and General Intangibles arising therefrom and/or constituting proceeds thereof, and agrees that all such New Trademarks and the proceeds

thereof shall be included in and be part of the Trademarks Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantor hereby represents and warrants to Grantee and to the Lenders that:

A. Schedule A set forth a full, complete and correct list of all registered Trademarks and pending Trademark applications owned by Grantor as of the date hereof that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with the Supplement to the Trademark Agreement delivered by Grantor to Grantee prior to the date hereof; and

B. As of the date hereof, (i) all such registered New Trademarks listed on Schedule A are valid, live, and enforceable, to the best of Grantor's knowledge after due inquiry, all filings necessary to maintain the effectiveness of all such registered New Trademarks have been made, (ii) all such trademark applications listed on Schedule 1 have been filed with the United States Patent and Trademark Office and any and all applicable application or filing fees have been paid in connection therewith (including payment of any maintenance fees), and (iii) except as set forth on Schedule A hereto, to the best of Grantor's knowledge after due inquiry, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to all such registered New Trademarks free and clear of any Liens other than Permitted Liens, including without limitation licenses and covenants by Grantor not to sue third persons.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Financing Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

[Signatures on Following Page]

(Signature page to Supplement to the Trademark Security Agreement)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Supplement to the Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

MICRO DENTAL LABORATORIES, a
California corporation

By: _____
Jeffrey V. Zellmer
Chief Financial Officer

(Signature page to Supplement to the Trademark Security Agreement)

Agreed and Accepted As of the Date First
Written Above

In the presence of and before me, Notary
Public:

GRANTEE:

MIDCAP FINANCIAL, LLC, a Delaware
limited liability company, as Administrative
Agent

By: _____
Name: _____
Its: _____

**SCHEDULE 1 TO SUPPLEMENT TO
TRADEMARK SECURITY AGREEMENT
DATED _____**

TRADEMARKS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
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TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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