

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Collateral Assignment of Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Dental Partners, Inc.		05/07/2010	CORPORATION: DELAWARE
ADP of New York, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
American Dental Partners of Alabama, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
American Dental Partners of California, Inc.		05/07/2010	CORPORATION: DELAWARE
American Dental Partners of Florida, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
American Dental Partners of Louisiana, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
American Dental Partners of Maryland, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
American Dental Partners of Missouri, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
American Dental Partners of North Carolina, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
American Dental Partners of Oklahoma, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
American Dental Partners of Pennsylvania, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
American Dental Partners of Tennessee, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
American Dental Professional Services, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
Apple Park Associates, Inc.		05/07/2010	CORPORATION: DELAWARE
American Dental Partners of Arizona, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
American Dental Partners of Wisconsin, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
American Dental Partners of Texas, LLC		05/07/2010	LIMITED LIABILITY COMPANY:
Voss Dental Lab, Inc.		05/07/2010	CORPORATION: NEW YORK
			LIMITED LIABILITY

CH \$215.00 2961108

TRADEMARK

900161695

REEL: 004201 FRAME: 0694

ADP-CFK, LLC		05/07/2010	COMPANY: DELAWARE
Care For Kids-USA, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
Care For Kids of Arizona, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
American Dental Partners of Minnesota, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
Zetasys, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
CFK of Texas, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
Focus Practice Consultants, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE
American Dental Partners of Michigan, LLC		05/07/2010	LIMITED LIABILITY COMPANY: DELAWARE

#### RECEIVING PARTY DATA

Name:	Bank of America, N.A., as administrative agent
Street Address:	231 S. LaSalle Street
Internal Address:	Mail Code: IL1-231-10-41
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	National Association:

#### PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2961108	IMPROVIS
Serial Number:	77920202	ZETASYS
Serial Number:	77920277	FOCUS PRACTICE CONSULTANTS
Registration Number:	2761866	DENTAL CARE ADVANTAGE
Registration Number:	2742091	ORTHOCARE
Registration Number:	2637669	A TOOTH DOCTOR FOR KIDS
Serial Number:	77533176	A TOOTH DOCTOR FOR KIDS
Registration Number:	1620574	QUALITY CARE IN A CARING MANNER

#### CORRESPONDENCE DATA

Fax Number: (202)739-3001

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

Phone: 202-739-3000

**TRADEMARK**  
**REEL: 004201 FRAME: 0695**

Email: jennifer.evans@morganlewis.com  
Correspondent Name: Morgan, Lewis & Bockius LLP  
Address Line 1: 1111 Pennsylvania Avenue, NW  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER: 102507-01-0052

NAME OF SUBMITTER: Jennifer C. Evans

Signature: /jennifer c. evans/

Date: 05/07/2010

**Total Attachments: 12**

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## COLLATERAL ASSIGNMENT OF TRADEMARKS

COLLATERAL ASSIGNMENT OF TRADEMARKS dated as of May 7, 2010 ("Agreement"), among each of the entities signatory hereto as an assignor (collectively, the "Assignors"), and BANK OF AMERICA, N.A., as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

### PRELIMINARY STATEMENTS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of May 7, 2010 (as amended, restated or otherwise modified, restated, replaced or amended and restated from time to time, the "Credit Agreement"), among, *inter alios*, the Assignors, the lenders from time to time party thereto (together with their successors and assigns, the "Lenders"), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignors are party to a Pledge and Security Agreement, dated as of May 7, 2010 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), among the Assignors and the Administrative Agent, pursuant to which the Assignors have each granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of their respective assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby makes the following representations and warranties to the Administrative Agent and the other Secured Creditors and hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest.

(a) As security for the prompt payment and performance of the Secured Obligations, each Assignor hereby assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by such Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of such Assignor in and to the following, whether now existing or hereafter acquired (hereafter collectively called the "Specified Collateral"):

(1) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(2) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(3) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(4) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(5) all registrations and recordings with respect to any of the foregoing;

(6) all reissues, extensions and renewals of any of the foregoing;

(7) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by such Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with Section 13.14 of the Credit Agreement;

(8) all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(9) all rights to sue for past, present or future infringements of any of the foregoing;

(10) all goodwill related to any of the foregoing;

(11) to the extent not included above, all general intangibles (as such term is defined in the UCC) of such Assignor related to the foregoing; and

(12) all proceeds of any and all of the foregoing.

Section 3. After-acquired Trademarks. If, before the Secured Obligations shall have been finally paid and satisfied in full, any Assignor shall obtain any right, title or interest in any trademark or related assets that would qualify as Specified Collateral hereunder, the provisions of this Agreement shall automatically apply thereto and such Assignor shall promptly provide to the Administrative Agent notice thereof in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request to further implement, preserve or evidence the Administrative Agent's interest therein. In connection with the foregoing, each Assignor authorizes the Administrative Agent to modify this Agreement, without the necessity of such Assignor's further approval or signature, by amending Schedule A hereto to include any such future trademarks or related assets that would qualify as Specified Collateral hereunder for registration with the United States Patent and Trademark Office.

Section 4. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignors and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 5. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of New York without regard to conflicts of law principles.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts including, by way of facsimile transmission or other electronic transmission capable of authentication, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

Section 7. Jury Trial Waiver. **THE ASSIGNORS AND THE ADMINISTRATIVE AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE ADMINISTRATIVE AGENT AND ANY ASSIGNOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.**

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

**ASSIGNORS:**

**AMERICAN DENTAL PARTNERS, INC.**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President, Planning and  
Investment

**ADP OF NEW YORK, LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**AMERICAN DENTAL PARTNERS OF  
ALABAMA, LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**AMERICAN DENTAL PARTNERS OF  
CALIFORNIA, INC.**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**ASSIGNORS (Cont'd):**

**AMERICAN DENTAL PARTNERS OF  
FLORIDA, LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**AMERICAN DENTAL PARTNERS OF  
LOUISIANA, LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**AMERICAN DENTAL PARTNERS OF  
MARYLAND, LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**AMERICAN DENTAL PARTNERS OF  
MICHIGAN, LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**AMERICAN DENTAL PARTNERS OF  
MISSOURI, LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President



**ASSIGNORS (Cont'd):**

**AMERICAN DENTAL PARTNERS OF NORTH  
CAROLINA, LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**AMERICAN DENTAL PARTNERS OF  
OKLAHOMA, LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**AMERICAN DENTAL PARTNERS OF  
PENNSYLVANIA, LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**AMERICAN DENTAL PARTNERS OF  
TENNESSEE, LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**AMERICAN DENTAL PROFESSIONAL  
SERVICES, LLC**

By: Breht T. Feigh  
Name: Breht T. Feigh  
Title: Vice President

**ASSIGNORS (Cont'd):**

**APPLE PARK ASSOCIATES, INC.**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**AMERICAN DENTAL PARTNERS OF  
ARIZONA, LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**AMERICAN DENTAL PARTNERS OF  
WISCONSIN, LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**AMERICAN DENTAL PARTNERS OF TEXAS,  
LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**VOSS DENTAL LAB, INC.**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**ASSIGNORS (Cont'd):**

**ADP-CFK, LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**CARE FOR KIDS -- USA, LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**CARE FOR KIDS OF ARIZONA, LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**AMERICAN DENTAL PARTNERS OF  
MINNESOTA, LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**ZETASYS, LLC**

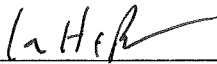
By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**CFK OF TEXAS, LLC**

By: Ian H. Brock  
Name: Ian H. Brock  
Title: Vice President

**ASSIGNORS (Cont'd):**

**FOCUS PRACTICE CONSULTANTS, LLC**

By:   
Name: Ian H. Brock  
Title: Vice President

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: 

Name: George S. Carey

Title: Assistant Vice President

**Schedule A  
to Collateral Assignment of  
Trademarks**

TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC.  
REGISTERED WITH  
THE UNITED STATES PATENT AND TRADEMARK OFFICE:

<u>Grantor</u>	<u>Trademark</u>	<u>Country / State</u>	<u>Application No. and/or Registration No.</u>	<u>Application Filing Date and/or Registration Date</u>
American Dental Partners, Inc.	IMPROVIS	USA	2961108	June 7, 2005 (assigned to KeyBank National Association)
	ZETASYS (Pending)	USA	77920202	January 26, 2010
	FOCUS PRACTICE CONSULTANTS (Pending)	USA	77920277	January 26, 2010
American Dental Partners of Florida, LLC	Christie Dental and design of upper case "C" with a smile over the first letter "T" on the word Christie and the Dental is all in upper case underneath the word Christie	State of Florida	T09000001155	November 6, 2009
American Dental Professional Services, LLC	DENTAL CARE ADVANTAGE	USA	2761866	September 9, 2003
	ORTHOCARE	USA	2742091	July 29, 2003
Apple Park Associates, Inc.	St. Croix Valley Orthodontics, Ltd., alongside a picture of a pine tree on top of a cliff overlooking a stream of water	State of Wisconsin	N/A	December 16, 1998

<u>Grantor</u>	<u>Trademark</u>	<u>Country / State</u>	<u>Application No. and/or Registration No.</u>	<u>Application Filing Date and/or Registration Date</u>
Care for Kids – USA, LLC	A TOOTH DOCTOR FOR KIDS	USA	2637669	October 15, 2002
	A TOOTH DOCTOR FOR KIDS (Pending)	USA	77533176	July 28, 2008
American Dental Partners of Minnesota, LLC	METRO DENTLCARE	Minnesota	21963	February 20, 2004
	QUALITY CARE IN A CARING MANNER	USA	1620574	October 30, 1990
	TRUST US WITH YOUR SMILE!	Minnesota	800774-2	February 24, 2004