

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
Pacific Dental Services, Inc.		06/11/2010	CORPORATION: CALIFORNIA
HDS Dental Support, LLC		06/11/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of the West
Street Address:	300 South Grand Avenue, 5th Floor
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90071
Entity Type:	Banking Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2917077	DENTAL CARE YES
Registration Number:	2812716	PACIFIC DENTAL SERVICES
Registration Number:	3416527	PDS
Registration Number:	3094703	PACIFIC DENTAL SERVICES BRAND MISSION WE WILL BE THE PROVIDER OF CHOICE IN ALL THE MARKETS WE SERVE. PERFECT PATIENT EXPERIENCE WE BELIEVE 8 STATEMENTS
Registration Number:	2988762	PDSI
Registration Number:	3199851	PERFECT PATIENT EXPERIENCE
Registration Number:	3203262	PPE
Registration Number:	2135996	SMILETEC SYSTEM
Registration Number:	3462854	T.I.D.E.
Registration Number:	3433787	THE SMILE GENERATION
Registration Number:	3433789	SMILES DENTISTRY & ORTHODONTICS

CH \$665.00 2917077

900165829

**TRADEMARK
 REEL: 004233 FRAME: 0935**

Registration Number:	3596992	
Registration Number:	3690929	
Registration Number:	3750965	REAL SMILES
Registration Number:	3690940	BE A SMILE HERO
Registration Number:	3750969	MY KID'S DENTIST
Serial Number:	76702672	RIGHT FIT
Serial Number:	76702623	SMILE
Serial Number:	76702619	MY KID'S DENTIST
Serial Number:	76702624	SMILE GENERATION FINANCIAL
Serial Number:	76702671	MY SMILE DENTAL PLAN
Serial Number:	76647238	SMILES
Serial Number:	76697734	SMILE GENERATION FINANCIAL SERVICES
Serial Number:	76699210	PRIO DENTAL
Serial Number:	76699295	
Serial Number:	76699167	NOVO DENTAL

CORRESPONDENCE DATA

Fax Number: (886)947-1121
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 585-263-1065
Email: kwalsh@nixonpeabody.com
Correspondent Name: Kristen M. Walsh, Nixon Peabody LLP
Address Line 1: 1300 Clinton Square
Address Line 4: Rochester, NEW YORK 14604

ATTORNEY DOCKET NUMBER:	310216/000006
NAME OF SUBMITTER:	Kristen M. Walsh
Signature:	/KristenMWalsh/
Date:	06/29/2010

Total Attachments: 25

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 11, 2010 (as amended, supplemented, replaced or otherwise modified from time to time, the "Intellectual Property Security Agreement"), is made by each of the signatories hereto (collectively, the "Grantors") in favor of BANK OF THE WEST, a California banking corporation, as Collateral Agent for the Secured Parties (in such capacity, the "Collateral Agent") (as defined in the Pledge and Security Agreement referred to herein).

RECITALS

WHEREAS, PACIFIC DENTAL SERVICES, INC., a California corporation (the "Borrower"), certain subsidiaries of the Borrower and other financial institutions and entities from time to time party thereto, Bank of the West, as Administrative Agent, Collateral Agent, Issuing Bank and Swing Line Lender, and Wells Fargo Bank, N.A., as Documentation Agent, have entered into that certain Amended and Restated Credit Agreement, dated as of June 11, 2010 (as amended, supplemented, replaced or otherwise modified from time to time, the "Credit Agreement"). Capitalized terms used and not defined herein have the meanings given such terms in the Pledge and Security Agreement.

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Amended and Restated Pledge and Security Agreement, dated as of June 11, 2010, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors agree as follows:

SECTION 1. GRANT OF SECURITY.

Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

(a) All United States trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications to register any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Exhibit A hereto (as such exhibit may be amended or supplemented from time to time), (ii) all rights to, and to obtain, any extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions, and other violations of any of the foregoing or for any

injury to goodwill, (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the "Trademarks");

(b) All United States patents, certificates of invention, and patentable inventions (whether or not reduced to practice) or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Exhibit A hereto (as such exhibit may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described therein, (iv) all rights to sue or otherwise recover for any past, present and future infringements or other violations thereof, (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the "Patents");

(c) All copyrights arising under the laws of the United States, whether registered or unregistered and whether or not the underlying works of authorship have been published, including, but not limited to, copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), all protectable designs, and all works of authorship and other intellectual property rights embodied therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right to make and exploit derivative works based on or adopted from works covered by such copyrights, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in Exhibit A hereto (as such exhibit may be amended or supplemented from time to time), (ii) the right to, and to obtain, all extensions and renewals thereof, (iii) all rights to sue, or otherwise recover, for any past, present, and future infringements and other violations thereof, (iv) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (v) all other rights of any kind whatsoever corresponding thereto throughout the world ("Copyrights");

(d) All trade secrets and all other confidential or proprietary information and know-how, whether or not such trade secret has been reduced to a writing or other tangible form, including, without limitation, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations, and other violations thereof, (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, (iii) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, and (iv) all documents and things embodying, incorporating, or referring in any way to such trade secret (collectively, the "Trade Secrets"); and

(e) All licenses or agreements, whether written or oral, providing for the grant by or to any Grantor of: (i)(A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Exhibit A, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing.

SECTION 2. RECORDATION.

Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. EXECUTION IN COUNTERPARTS.

This Intellectual Property Security Agreement may be executed in any number of counterparts (including by telecopy), 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 4. GOVERNING LAW.

This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of California without regard to conflict of laws principles thereof.

SECTION 5. CONFLICT PROVISION.

This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

COLLATERAL AGENT:

BANK OF THE WEST, a California banking corporation

By: Karen Panici
Name: Karen Panici
Title: Vice President

GRANTORS:

PACIFIC DENTAL SERVICES, INC., a California corporation

By: _____
Stephen E. Thorne IV, President

PDS ARIZONA REGIONAL DENTAL SERVICES, LLC, a Delaware limited liability company

By its Managing Member:

PACIFIC DENTAL SERVICES, INC., a California corporation

By: _____
Stephen E. Thorne IV, President

COLORADO/UTAH REGIONAL DENTAL SERVICES, LLC, a Delaware limited liability company

By its Managing Member:

PACIFIC DENTAL SERVICES, INC., a California corporation

By: _____
Stephen E. Thorne IV, President

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

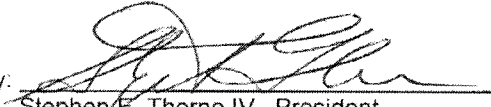
COLLATERAL AGENT:

BANK OF THE WEST, a California banking corporation

By: _____
Name:
Title:

GRANTORS:


PACIFIC DENTAL SERVICES, INC., a California corporation

By: 
Stephen E. Thorne IV, President

PDS ARIZONA REGIONAL DENTAL SERVICES, LLC, a Delaware limited liability company

By its Managing Member:

PACIFIC DENTAL SERVICES, INC., a California corporation

By: 
Stephery E. Thorne IV, President

COLORADO/UTAH REGIONAL DENTAL SERVICES, LLC, a Delaware limited liability company

By its Managing Member:

PACIFIC DENTAL SERVICES, INC., a California corporation

By: 
Stephen E. Thorne IV, President

PDS TEXAS DENTAL SERVICES, LLC, a Delaware limited liability company

By its Managing Member:

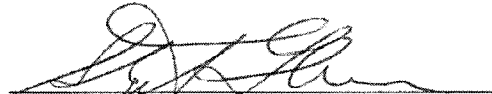
PACIFIC DENTAL SERVICES, INC., a California corporation

By: 
Stephen E. Thorne IV, President

HDS DENTAL SUPPORT, LLC, a Delaware limited liability company


By its Managing Member:

PACIFIC DENTAL SERVICES, INC., a California corporation

By: 
Stephen E. Thorne IV, President


For each of the Grantors set forth on Schedule 1A(i) hereof

By: PACIFIC DENTAL SERVICES, INC., a California corporation
Its: Managing Member

By: 
Stephen E. Thorne IV, President

For each of the Grantors set forth on Schedule 1A(ii) hereof

By: PACIFIC DENTAL SERVICES, INC., a California corporation
Its: General Partner

By: 
Stephen E. Thorne IV, President

For each of the Grantors set forth on Schedule 1B hereof

By: PDS ARIZONA REGIONAL DENTAL SERVICES, LLC, a Delaware
limited liability company
Its: General Partner

By its Managing Member:

PACIFIC DENTAL SERVICES, INC., a California corporation


By: 
Stephen E. Thorne IV, President

For each of the Grantors set forth on Schedule 1C hereof

By: COLORADO/UTAH REGIONAL DENTAL SERVICES, LLC, a
Delaware limited liability company
Its: General Partner

By its Managing Member:

PACIFIC DENTAL SERVICES, INC., a California corporation


By: 
Stephen E. Thorne IV, President

For each of the Grantors set forth on Schedule 1D hereof

By: PDS TEXAS DENTAL SERVICES, LLC, a Delaware limited liability
company
Its: General Partner

By its Managing Member:

PACIFIC DENTAL SERVICES, INC., a California corporation

By: 
Stephen E. Thorne IV, President


For each of the Grantors set forth on Schedule 1E hereof

By: HDS DENTAL SUPPORT, LLC, a Delaware limited liability
company

Its: General Partner

By its Managing Member:

PACIFIC DENTAL SERVICES, INC., a California corporation

By: 
Stephen E. Thorne IV, President

SCHEDULE 1A(i)
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

LIST OF GRANTORS

(For which Pacific Dental Services, Inc. is a managing member)

SCHEDULE 1A(i)

OFFICE #	NAME OF ENTITY	TYPE OF ORGANIZATION	JURISDICTION OF ORGANIZATION	Majority Owner	Ownership %	PTLLP TIN	Organization ID Number
	PDS Arizona Regional Dental Services, LLC	Limited Liability Company	Delaware	PDSI	94.0%	27-0260005	4565917
	Colorado/Utah Regional Dental Services, LLC	Limited Liability Company	Delaware	PDSI	88.5%	26-2263705	4512255
	PDS Texas Dental Services, LLC	Limited Liability Company	Delaware	PDSI	97.0%	26-2666957	4541672
	HDS Dental Support, LLC	Limited Liability Company	Delaware	PDSI	51.0%	27-0591168	4711041
22	Victorville Dental Services, LLC	Limited Liability Company	California	PDSI	51.0%	33-0843423	C2134637

SCHEDULE 1A(ii)
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

LIST OF GRANTORS

(For which Pacific Dental Services, Inc. is a general partner)

SCHEDULE 1A(ii)

OFFICE #	NAME OF ENTITY	TYPE OF ORGANIZATION	JURISDICTION OF ORGANIZATION	Address	P/T/LLP TIN
6	TL Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	33-0769461
12	Norco Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-3355758
15	Winery Estate Dental Service	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-3201096
16	Sycamore Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-5339552
17	Indiana Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-3463525
19	Yorba Linda Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-1783421
20	Hub Plaza Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-2546186
21	TM Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	33-0819877
23	TG#4 Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	33-0832063
24	VH Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	33-0836941
25	TW Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	33-0853036
26	RSM Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	33-0853035
28	Hemel Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-1783511
30	Santa Clarita Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-0285718
31	Bakersfield Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-0377618
32	Beach Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	01-0689513
33	San Marcos Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-0917666
34	Eastvale Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-1308581
35	Calloway Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-1783322
36	Quarry Creek Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-1868384
37	Empire Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-1868441
38	Orangecrest Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-3397695
39	Simi Valley 2 Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-4429078
40	Bear Creek Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-1868495
41	East Murietta Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-2643461
42	Hasley Canyon Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-1781783
43	Fontana Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-2821600
44	Terrasanta Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-2743138
45	First Street Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-2821903
46	Kalinda Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-3085433
47	Copper Hill Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-4959826
48	Moreno Valley Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-3948041
49	Main Street Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-3036769
51	Desert Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	52-22248396
52	TP Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	52-2223522
53	TB Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	33-0802046
54	TLW Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	52-2227748
55	Tuslitt Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	52-2239037
56	Anaheim Hills Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	33-0941865
58	Laguna Niguel Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	33-0970022
59	Chino Hills Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	33-0970023
62	RC Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	33-0979393
64	La Quinta Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	33-0853036
68 (2nd Office)	TW Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	33-0853036
69	Wildomar Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	90-0249769

70	San Clemente Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	06-1641375
71 (2nd Office)	Beach Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	01-06899513
72	Oceanside Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	48-1282858
73	South Corona Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-0735122
74	Redlands Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	75-3074603
75	Rialto Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	06-1641380
76	Temecula Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-4184823
78	Merrife Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	33-0970023
80	Simi Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	13-4238543
81	Thousand Oaks Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-2898724
82	Santee Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	87-0390289
83	Vista Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-1178188
84	Valencia Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-0173500
85	La Verne Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	71-0940946
86	University Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	33-0970021
87	Poway Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-0715162
88 (2nd Office)	Valencia Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-0173500
89	Northridge Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-4184973
90	South Oceanside Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-0571475
92	Elk Grove Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-0213662
93	Rancho Cordova Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-4959550
94	Sacramento Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-0053263
95	Fair Oaks Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-8966152
96	Natomas Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-1124111
97	Pleasant Grove Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-1511188
98	Citrus Heights Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-1782186
99	Folsom Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-1782382
101	Stockton Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-3486534
102	Lincoln Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-4112100
103	Roseville Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-4112283
104	Elk Grove 2 Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-0363985
105	Natomas 2 Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-4516051
106	Rocklin Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-4653368
107	El Dorado Hills Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-8649399
130	Lake Elsinore II Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-5672988
131	Costa Mesa Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-2957394
132	Mission Viejo Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-2862702
133	Etnonias Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-3643166
134	East Oaks Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-3355505
135	Upland Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-3364975
136	West Hills Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-3356007
138	Ventura Main Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-4186059
139	Lake Elsinore Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-3463737
140	Foothill Ranch Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-5181872
141	Meadows Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-4185941
142	Palmdale Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-5527894
144	Moortrak Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-8919247
145	Apple Valley 2 Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-1405831
146	Apple Valley Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-1378503

147	Paini Desert 2 Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-1445917
149	Glendora Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-0407268
150	Sierra Lakes Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-0152113
152	Paris Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-1379895
154	Martinez Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-1379676
156	Murrieta Plaza Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-5700291
157	Antelope Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-41865204
158	Arcadia Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-8337979
159	Granada Hills Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-8658637
160	Moreno Valley 2 Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-1405753
162	Lake Mead Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-5338927
163	San Jacinto Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-2507123
164	Rancho Mirage Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	68-0661089
165	Desert Sky Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-5528146
166	Cananillo Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-4960081
167	Rose Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-5942154
168	Pasadena Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-4624794
169	Shardow Mountain Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-8882950
170	RainSprings Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-539725
171	Montecito Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-5339226
172	Rancho Plaza Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-8899951
173	M.L.K. Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-4662723
174	Durango Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-4662905
176	Summerlin Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-0161041
177	Sleight Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-8863212
179	Blue Diamond Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-1748658
182	Eastlake Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-8884152
183	Mira Loma Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-1379957
187	Henderson Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-1771356
188	Mountain Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-2260660
193	Rancho Bernardo Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	20-8899227
197	Chino Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-3279064
201	Highland Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-3869115
205	Ontario Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-2011500
207	Beaumont Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-3444558
211	Menifee 2 Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-3668352
220	East Natomas Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-1379189
221	Industry Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-2283695
223	Rancho Cucamonga Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-0867579
225	Hesperia 3 Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-3710643
228	West Sacramento Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-3362977
229	Palmdale 2 Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-3363274
230	Hacienda Heights Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-1859354
232	Sanitec 2 Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-1928791
243	Carlsbad Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-4061044
245	Autumn Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-4612830
247	Woodland Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	27-1713129
250	Tierasanta 2 Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	27-1521736
251	Escondido 2 Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	27-0942318

SCHEDULE 1B
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

LIST OF GRANTORS

(For which PDS Arizona Regional Dental Services, LLC is a general partner)

SCHEDULE 1B

OFFICE #	NAME OF ENTITY	TYPE OF ORGANIZATION	JURISDICTION OF ORGANIZATION	ADDRESS	PT/LLP TIN	Organization ID Number
110	Towne Center Dental Group, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	20-23506939	40033240
111	Crossroads Dental Group, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	20-27844820	40033249
112	Marketplace Smiles, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	20-2705570	40033250
113	Las Tiendas Dental Group, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	20-2845049	40033251
116	Alameda Crossing Dental Group, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	20-4112432	40033259
117	Sundance Dental Group, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	26-0786471	40033253
118	Pavilion Dental Group, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	26-2283344	40033254
120	Festival Dental Group, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	20-5731776	40033247
121	Promenade Dental Group, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	20-5384003	40033255
122	San Tan Dental Group, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	20-8876993	40033256
123	Tatum Smiles, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	20-4980317	40033257
124	Gateway Dental Group, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	20-5384069	40033238
125	Queen Creek Smiles, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	26-0628580	40033258
126	Gateway Smiles, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	20-8877116	40033259
128	Spanish Trail Dental Group, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	20-8533765	40033260
185	Catalina Smiles, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	26-1380537	40033248
186	Legacy Smiles, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	20-8877209	40033261
206	Peach Tree Dental Group, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	26-2283553	40033244
212	Tangerine Dental Group LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	26-4273604	40033282
216	Goodyear Smiles, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	20-4112432	40033245
224	Promenade Smiles, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	26-4380157	40033266
226	Tramonto Dental Group, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	26-1955583	40033246
235	Norterra Dental Group and Orthodontics, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	27-0260115	40033201
242	Arrowhead Dental Group and Orthodontics, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	26-4547987	40033263
246	Rita Ranch Dental Group, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	27-0263596	40033207
248	Canyon Lakes Dental Group and Orthodontics, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	27-1442346	40033282
249	Canyon Vista Dentistry and Orthodontics, LLP	Limited Liability Partnership	Arizona	2860 Michelle Drive, Irvine, CA 92606	27-1992601	40033315

SCHEDULE 1C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

LIST OF GRANTORS

(For which Colorado/Utah Regional Dental Services, LLC is a general partner)

SCHEDULE 1C

OFFICE #	NAME OF ENTITY	TYPE OF ORGANIZATION	JURISDICTION OF ORGANIZATION	ADDRESS	PT/LLP TIN	TRADE NAME (OFFICE NAME)	Organization ID Number
501	PDS Colorado Network, LLP	Limited Liability Partnership	Colorado	2860 Michelle Drive, Irvine, CA 92606 28-2807851		PDS Colorado Network	20081323274
502	Cornetstar Dental Group and Orthodontics LLP	Limited Liability Partnership	Colorado	2860 Michelle Drive, Irvine, CA 92606 28-2844384		Cornetstar Dental Group	20081367408
503	Orchard Dental Group and Orthodontics, LLP	Limited Liability Partnership	Colorado	2860 Michelle Drive, Irvine, CA 92606 28-2947724		Orchard Dental Group and Orthodontics	20081367539
504	Marketplace Dental Group and Orthodontics, LLP	Limited Liability Partnership	Colorado	2860 Michelle Drive, Irvine, CA 92606 28-2947824		Marketplace Dental Group and Orthodontics	20081367596
505	Walnut Creek Dental Group and Orthodontics, LLP	Limited Liability Partnership	Colorado	2860 Michelle Drive, Irvine, CA 92606 28-2948041		Walnut Creek Dental Group and Orthodontics	20081367651
506	River Point Dental Group and Orthodontics LLP	Limited Liability Partnership	Colorado	2860 Michelle Drive, Irvine, CA 92606 28-2948084		River Point Dental Group	20081367661
512	Southglenn Modern Dentistry, LLP	Limited Liability Partnership	Colorado	2860 Michelle Drive, Irvine, CA 92606 27-0747334		Southglenn Modern Dentistry	20091431874
513	Prominent Point Dental Group and Orthodontics, LLP	Limited Liability Partnership	Colorado	2860 Michelle Drive, Irvine, CA 92606 28-4272750		Prominent Point Dental Group and Orthodontics	20091055576
515	Crestline Dental Group and Orthodontics, LLP	Limited Liability Partnership	Colorado	2860 Michelle Drive, Irvine, CA 92606 28-3393313		Crestline Dental Group and Orthodontics	20081501216
516	Arvada Modern Dentistry and Orthodontics, LLP	Limited Liability Partnership	Colorado	2860 Michelle Drive, Irvine, CA 92606 28-4272851		Arvada Modern Dentistry	20091055665
517	Redstone Dental Group, LLP	Limited Liability Partnership	Colorado	2860 Michelle Drive, Irvine, CA 92606 27-217450		Redstone Dental Group	20101170743
518	Falcon Park Dental Group, LLP	Limited Liability Partnership	Colorado	2860 Michelle Drive, Irvine, CA 92606 27-0532557		Falcon Park Dental Group	20091370889
520	Broomfield Modern Dentistry and Orthodontics, LLP	Limited Liability Partnership	Colorado	2860 Michelle Drive, Irvine, CA 92606 27-1412203		Broomfield Modern Dentistry and Orthodontics	20091620677
521	Cherry Creek Modern Dentistry, LLP	Limited Liability Partnership	Colorado	2860 Michelle Drive, Irvine, CA 92606 27-1383283		Cherry Creek Modern Dentistry	20091618308
522	The Springs Modern Dentistry, LLP	Limited Liability Partnership	Colorado	2860 Michelle Drive, Irvine, CA 92606 27-1412278		The Springs Modern Dentistry	20091620686
	Aurora Modern Dentistry, LLP	Limited Liability Partnership	Colorado	2860 Michelle Drive, Irvine, CA 92606 27-1722191		Aurora Modern Dentistry	20101041947

SCHEDULE 1D
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

LIST OF GRANTORS

(For which PDS Texas Dental Services, LLC is a general partner)

SCHEDULE 1D

TRADEMARK
REEL: 004233 FRAME: 0956

SCHEDULE 1D

OFFICE #	NAME OF ENTITY	TYPE OF ORGANIZATION	JURISDICTION OF ORGANIZATION	ADDRESS	PT/LLP TIN
701	McKinney Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-2955457
703	Frisco 2 Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-3071727
704	Allen 1 Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	26-2956143
706	Wylie Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	27-1374846
707	Flower Mound Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	27-1374700
715	Denton Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	27-0160253
716	Forney Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	27-0777246
718	Preston Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	27-2123061

TRADEMARK

SCHEDULE 1E
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

LIST OF GRANTORS

(For which HDS Dental Support, LLC is a general partner)

SCHEDULE 1E

TRADEMARK
REEL: 004233 FRAME: 0958

Schedule 1E

OFFICE #	NAME OF ENTITY	TYPE OF ORGANIZATION	JURISDICTION OF ORGANIZATION	ADDRESS	PT/LLP TIN
602	HDS Houston Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	27-1896717
603	HDS Houston Dental Services	General Partnership	California	2860 Michelle Drive, Irvine, CA 92606	27-1896717

TRADEMARK

REEL: 004233 FRAME: 0959

EXHIBIT A
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARKS

PATENTS

COPYRIGHTS

INTELLECTUAL PROPERTY LICENSES

EXHIBIT A

TRADEMARK
REEL: 004233 FRAME: 0960

<u>Pacific Dental Services, Inc. Trademarks</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Decorative Tooth (Design)		8/1/2004		2/28/2006
Dental Care Yes		12/29/2003	Reg No. 2,917,077	1/11/2005
Pacific Dental Services		3/25/2003	Reg No. 2,812,716	2/10/2004
PDS		6/30/2004	Reg. No. 3,416,527	4/29/2008
PDS Pyramid Design		10/21/2004	Reg No. 3,094,703	3/26/2006
PDS!		6/30/2004	Reg No. 2,988,762	8/30/2005
Perfect Patient Experience		8/21/2003	Reg No. 3,199,851	1/16/2007
PPE		4/13/2005	Reg No. 3,203,262	1/30/2007
SmileTec System		4/14/1997	Reg No. 2,135,996	2/10/1998
T.I.D.E.		11/24/2006	Reg. No. 3,462,854	7/8/2008
The Smile Generation		9/19/2007	Reg. No. 3,433,787	5/27/2008
Smiles Dentistry & Orthodontics (design)		9/19/2007	Reg. No. 3,433,789	5/27/2008
Tooth Flower (design) - New Logo	Serial No. 76/692,264	8/20/2008	Reg. No. 3,596,992	3/31/2009
Tooth Tulip (design)		2/2/2009	Reg. No. 3,690,929	10/6/2009
Real Smiles	Serial No. 76/695,527	2/2/2009	Reg. No. 3,750,965	2/23/2010
Be a Smile Hero	Serial No. 76/696,339	3/16/2009	Reg. No. 3,690,940	10/6/2009
My Kids Dentist	Serial No. 76/696,340	3/16/2009	Reg. No. 3,750,969	2/23/2010
La Quinta Dental Group			Reg. No. 3,614,222	5/5/2009
The Right Fit	Serial No. 76/702,672	4/27/2010		
Smile Gen Advertising Material - (Yellow Dot with Smile)	Serial No. 76/702,623	4/26/2010		
My Kids Dentist Logo	Serial No. 76/702,619	4/26/2010		
Smile Generation Financial	Serial No. 76/702,624	4/26/2010		
My Smile Dental Plan	Serial No. 76/702,671	4/27/2010		
Every Kids Dentist	To be Submitted			
SMILES	Serial No. 76/647,238	9/22/2005	No Registration	n/a
Smile Generation Financial Services (Intent to Use)	Serial No. 76/697,734	6/3/2009	No Registration	n/a
Modern Dentistry			No Registration	n/a
Word of Mouth			No Registration	n/a
OrthoLounge			No Registration	n/a
<u>HDS Dental Support, LLC - Trademarks</u>				
Prio Dental (Intent to Use)	Serial No. 76/699,210			
Prio Dental Logo	Serial No. 76/699,295			
Novo Dental (Intent to Use)	Serial No. 76/699,167		No Registration	n/a
<u>Copyrights</u>				
Prism (Copyright)		12/23/2004	Reg No. VAu644-303	12/23/2004
Prism (Copyright)		12/23/2004	Reg No. TXu1-210-171	12/23/2004
<u>Copyright Licenses</u>				
No licenses.				
<u>Patents</u>				
None				
<u>Patent License</u>				
None				
<u>Trademark Licenses</u>				
My Kids Dentist is used at the following offices (not subject to written Licensing Agreement):				
Desert Ridge (Marketplace Smiles, LLP)				
Casa Grande (Promenade Smiles, LLP)				
Anaheim Hills (Anaheim Hills Dental Services and Rodgers Professional Dental Corporation)				
Camarillo (VH Dental Services and Lambridis and Mar Dental Corporation)				
Fontana (Fontana Dental Services and Dental Corporation of Carlos Compean, D.D.S.)				

Manteca (Manteca Dental Services and Robert P. Nakaki Dental Corporation)			
Murrieta (Kalmia Dental Services and Professional Dental Corporation of Bryan K. Watanabe, D.D.S., Inc.			
Norco (Norco Dental Services and Rodgers and Dhama Dental Corporation)			
Rancho Cucamonga (RC Dental Services and Ghazal Dental Corporation)			
Stockton (Stockton Dental Services and Nakaki and Stromberg Dental Corporation)			
Vista (Vista Dental Services and Rodgers and Do Dental Corporation)			
Superior, CO (Marketplace Dental Group and Orthodontics, LLP)			
Westminster, CO (Walnut Creek Dental Group and Orthodontics, LLP)			
MLK (MLK Dental Services and Sharifian MLK Dental Group, PC)			