

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aspen Dental Management, Inc.		10/06/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: CONNECTICUT		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	3295775	A	
Registration Number:	2864022	ASPENDENTAL	
Registration Number:	3304705	ASPENDENTAL	
Registration Number:	3415112	ASPENDENTAL ADVANTAGE	
Registration Number:	3228876	ASPENDENTAL GET YOUR SMILE BACK	
Registration Number:	3513271	ASPENDENTAL LET US HELP YOU FIND YOUR SMILE.	
Registration Number:	3228902	ASPENDENTAL MORE REASONS TO SMILE	
Registration Number:	3295706	ASPENDENTAL MORE REASONS TO SMILE.	
Registration Number:	2878239	ASPENDENTAL WE'LL CHANGE THE WAY YOU SEE THE DENTIST.	
Registration Number:	2545075	COMFIDENTS	
Registration Number:	3664813	COMFIDENTS DENTURES	
Registration Number:	2543057	COMFILYTES	
Registration Number:	2674268	COMFORT & CONFIDENCE IN EVERY SMILE	
Registration Number:	2543059	FLEXILYTES	

TRADEMARK

900176924

REEL: 004411 FRAME: 0325

CH \$690.00 3295775

Registration Number:	2543060	FLEXILYTES COMBO
Registration Number:	3228887	GET YOUR SMILE BACK
Registration Number:	2543058	NATURALYTES
Registration Number:	3702845	SECUREDENT IMPLANT SYSTEM
Registration Number:	3788653	SMILE FOR GOOD
Registration Number:	3595357	SMILE NOW PAY LATER
Registration Number:	3595356	SMILE NOW, PAY LATER
Registration Number:	2489395	WE'LL CHANGE THE WAY YOU SEE THE DENTIST
Registration Number:	3805809	ASPENDENTAL RETHINK DENTISTRY
Registration Number:	3805810	ASPENDENTAL RETHINK YOUR DENTAL CAREER
Registration Number:	3706440	ASPENDENTAL WHEN I SEE YOU SMILE.
Registration Number:	3829452	SPAREDENT DENTURE
Serial Number:	77762960	EXTRADENT DENTURE

#### CORRESPONDENCE DATA

Fax Number: (917)777-3467  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 735-3467  
 Email: Faith.Robinson@skadden.com  
 Correspondent Name: Resa K. Schlossberg  
 Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP  
 Address Line 2: Four Times Square  
 Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	698510/224
NAME OF SUBMITTER:	Resa K. Schlossberg
Signature:	/Resa K Schlossberg/
Date:	11/08/2010

#### Total Attachments: 7

source=TM Security Agreement - Aspen Dental Management, Inc to UBS AG, Stamford Branch#page1.tif  
 source=TM Security Agreement - Aspen Dental Management, Inc to UBS AG, Stamford Branch#page2.tif  
 source=TM Security Agreement - Aspen Dental Management, Inc to UBS AG, Stamford Branch#page3.tif  
 source=TM Security Agreement - Aspen Dental Management, Inc to UBS AG, Stamford Branch#page4.tif  
 source=TM Security Agreement - Aspen Dental Management, Inc to UBS AG, Stamford Branch#page5.tif  
 source=TM Security Agreement - Aspen Dental Management, Inc to UBS AG, Stamford Branch#page6.tif  
 source=TM Security Agreement - Aspen Dental Management, Inc to UBS AG, Stamford Branch#page7.tif

## Trademark Security Agreement

Trademark Security Agreement, dated as of October 6, 2010, by Aspen Dental Management, Inc., a Delaware corporation, located at 281 Sanders Creek Parkway E. Syracuse, NY 13057 ("Pledgor"), in favor of UBS AG, STAMFORD BRANCH, located at 677 Washington Boulevard, Stamford, CT 06901 in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, Pledgor is a party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2.1. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of the Secured Obligations, Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor (the "Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, owned by or assigned to Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof, including but not limited to the Trademarks of Pledgor listed on Schedule I attached hereto), together with any and all (i) Goodwill associated therewith, and all rights and privileges arising under applicable law with respect to the foregoing and Pledgor's use of any trademarks, (ii) reissues, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof; and

(b) all Proceeds and products of any and all of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to Pledgor from time to time with respect to any of the foregoing.

Notwithstanding anything to the contrary contained herein, the security interest created by this Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Property.

SECTION 2.2. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, or the security interest granted under Section 2.1 hereof attach to, any intent-to-use trademark application pending in the United States Patent and Trademark Office prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent and only for so long as the granting by Pledgor of a security interest therein would result in the loss by Pledgor of any material rights therein, or impair the validity or enforceability of any registration that issues therefrom under applicable federal law

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by telecopier or other electronic transmission (e.g., a "pdf" or "tif" document) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Choice of Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

Very truly yours,

**ASPEN DENTAL MANAGEMENT, INC.**

By: 

Name: Geoffrey Lewis  
Title: Treasurer

Trademark Security Agreement

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Collateral Agent

By: Mary E. Evans

Name:

Title:

Mary E. Evans  
Associate Director  
Banking Products  
Services, US

By: Irja R. Otsa

Name:

Title:

Irja R. Otsa  
Associate Director  
Banking Products  
Services, US

Trademark Security Agreement

TRADEMARK  
REEL: 004411 FRAME: 0330

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>MARK</u>	<u>STATUS</u>	<u>REGISTRATION DATE</u>
Aspen Dental Management, Inc.	3,295,775	A (and Design)	Registered	18-Sep-2007
Aspen Dental Management, Inc.	2,864,022	ASPENDENTAL (and Design)	Registered	20-Jul-2004
Aspen Dental Management, Inc.	3,304,705	ASPENDENTAL (and Design)	Registered	02-Oct-2007
Aspen Dental Management, Inc.	3,415,112	ASPENDENTAL ADVANTAGE (and Design)	Registered	22-Apr-2008
Aspen Dental Management, Inc.	3,228,876	ASPENDENTAL GET YOUR SMILE BACK	Registered	10-Apr-2007
Aspen Dental Management, Inc.	3,513,271	ASPENDENTAL LET US HELP YOU FIND YOUR SMILE (and Design)	Registered	07-Oct-2008
Aspen Dental Management, Inc.	3,228,902	ASPENDENTAL MORE REASONS TO SMILE	Registered	10-Apr-2007
Aspen Dental Management, Inc.	3,295,706	ASPENDENTAL MORE REASONS TO SMILE (and Design)	Registered	18-Sep-2007
Aspen Dental Management, Inc.	2,878,239	ASPENDENTAL WE'LL CHANGE THE WAY YOU SEE THE DENTIST (and Design)	Registered	31-Aug-2004

Aspen Dental Management, Inc.	2,545,075	COMFIDENTS	Registered	05-Mar-2002
Aspen Dental Management, Inc.	3,664,813	COMFIDENTS DENTURES (and Design)	Registered	04-Aug-2009
Aspen Dental Management, Inc.	2,543,057	COMFILYTES	Registered	26-Feb-2002
Aspen Dental Management, Inc.	2,674,268	COMFORT & CONFIDENCE IN EVERY SMILE	Registered	14-Jan-2003
Aspen Dental Management, Inc.	2,543,059	FLEXILYTES	Registered	26-Feb-2002
Aspen Dental Management, Inc.	2,543,060	FLEXILYTES COMBO	Registered	26-Feb-2002
Aspen Dental Management, Inc.	3,228,887	GET YOUR SMILE BACK	Registered	10-Apr-2007
Aspen Dental Management, Inc.	2,543,058	NATURALYTES	Registered	26-Feb-2002
Aspen Dental Management, Inc.	3,702,845	SECUREDENT IMPLANT SYSTEM (Stylized)	Registered	27-Oct-2009
Aspen Dental Management, Inc.	3,788,653	SMILE FOR GOOD (and Design)	Registered	11-May-2010
Aspen Dental Management, Inc.	3,595,357	SMILE NOW PAY LATER (and Design)	Registered	24-Mar-2009
Aspen Dental Management, Inc.	3,595,356	SMILE NOW, PAY LATER	Registered	24-Mar-2009
Aspen Dental Management, Inc.	2,489,395	WE'LL CHANGE THE WAY YOU SEE THE DENTIST	Registered	11-Sep-2001
Aspen Dental Management, Inc.	3,805,809	ASPENDENTAL RETHINK DENTISTRY (and Design)	Registered	22-Jun-2010

Aspen Dental Management, Inc.	3,805,810	ASPENDENTAL RETHINK YOUR DENTAL CAREER (and Design)	Registered	22-Jun-2010
Aspen Dental Management, Inc.	3,706,440	ASPENDENTAL WHEN I SEE YOU SMILE (and Design)	Registered	03-Nov-2009
Aspen Dental Management, Inc.	3,829,452	SPAREDENT DENTURE (Stylized)	Registered	03-Aug-2010

**Trademark Applications:**

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>MARK</u>	<u>STATUS</u>	<u>APPLICATION DATE</u>
Aspen Dental Management, Inc.	77/762,960	EXTRADENT DENTURE (Stylized)	Application Pending	18-Jun-2009