

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
Main Street Children's Dentistry and Orthodontics, LLC		11/19/2010	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	200 East Broward Blvd.		
Internal Address:	Suite 2100		
City:	Ft. Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33301		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3462821	MAIN STREET	
Registration Number:	3468458	MAIN STREET	
CORRESPONDENCE DATA			
Fax Number:	(954)524-5506		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	954-524-5505		
Email:	ptomail@shutts.com		
Correspondent Name:	Joseph R. Englander		
Address Line 1:	200 East Broward Blvd.		
Address Line 2:	Suite 2100		
Address Line 4:	Ft. Lauderdale, FLORIDA 33301		
ATTORNEY DOCKET NUMBER:	33706.0002		
NAME OF SUBMITTER:	Joseph R. Englander		

OP \$65.00 3462821

900185034

**TRADEMARK
 REEL: 004486 FRAME: 0946**

Signature:	/joseph r. englander/
Date:	02/25/2011
Total Attachments: 11 source=Trademark Security Agreement and Assignment#page1.tif source=Trademark Security Agreement and Assignment#page2.tif source=Trademark Security Agreement and Assignment#page3.tif source=Trademark Security Agreement and Assignment#page4.tif source=Trademark Security Agreement and Assignment#page5.tif source=Trademark Security Agreement and Assignment#page6.tif source=Trademark Security Agreement and Assignment#page7.tif source=Trademark Security Agreement and Assignment#page8.tif source=Trademark Security Agreement and Assignment#page9.tif source=Trademark Security Agreement and Assignment#page10.tif source=Trademark Security Agreement and Assignment#page11.tif	

Rider to Security Agreement –



8100T

Trademarks

THIS RIDER TO SECURITY AGREEMENT (“Rider”) is executed as of this 19th day of November, 2010, by and between TOWNCARE DENTAL PARTNERSHIP, INC., a Florida corporation, and MAIN STREET CHILDREN’S DENTISTRY AND ORTHODONTICS, LLC, a Florida limited liability company (collectively, the “ Trademark Grantor”) both with an address at TOWNCARE DENTAL PARTNERSHIP, INC., a Florida corporation, with an address at 13195 SW 134th Street, Miami, Florida 33186, MAIN STREET CHILDREN’S DENTISTRY AND ORTHODONTICS, LLC, a Florida limited liability company and PNC BANK, NATIONAL ASSOCIATION (the “Bank”), with an address at 200 East Broward Boulevard, 2nd Floor, Fort Lauderdale, Florida 33301. This Rider is incorporated into and made part of that certain Security Agreement (“Security Agreement”) between the Grantor (as defined in the Security Agreement) and the Bank dated November 19, 2010, and also into certain other financing documents and security agreements executed by and between the Grantor and the Bank or by and between the Borrower (as defined in the Security Agreement) and the Bank (all such documents including this Rider being collectively referred to as “Loan Documents”). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

The Trademark Grantor has adopted, used and is using (or has filed applications, other than intent-to-use applications, for the registration of) the trademarks, service marks and trade names listed on Schedule “A” attached hereto and made part hereof (all such marks or names hereinafter referred to as the “Trademarks”).

The Bank desires to acquire a lien and security interest on the Trademarks and the registration thereof, together with all the goodwill of the Trademark Grantor associated therewith and represented thereby, as security for all of the Obligations (as defined in the Security Agreement) to the Bank, and the Bank desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW, THEREFORE, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, the Trademark Grantor grants a lien and security interest to the Bank in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of the Trademark Grantor associated with and represented by the Trademarks, and the non-intent-to-use applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Representations and Warranties. The Trademark Grantor represents, warrants and covenants that: (a) the Trademarks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Trademark Grantor, have not been adjudged invalid or unenforceable, and to the best of the Trademark Grantor’s knowledge, there is no reason why the Trademarks should be adjudged invalid or unenforceable; (b) each of the Trademarks is valid and enforceable; (c) the Trademark Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by the Trademark Grantor not to sue third persons; (d) the Trademark Grantor has the unqualified right to enter into this Rider and perform its terms; (e) the Trademark Grantor has used, and will continue to use for the duration of this Rider, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection

with its use of the Trademarks; (f) the Trademark Grantor has used, and will continue to use for the duration of this Rider, consistent standards of quality in products leased or sold under the Trademarks; and (g) the Trademark Grantor will not (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value, and shall notify the Bank immediately if it knows of any reason or has any reason to know of any grounds under which any of the foregoing may occur.

3. Verification of Quality Control. The Trademark Grantor hereby grants to the Bank and its employees and agents the right to visit, from time to time and at all reasonable times, provided that the Trademark Grantor is provided five (5) business days' prior written notice the Trademark Grantor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure the Trademark Grantor's compliance with paragraph 2(f).

4. Covenants. The Trademark Grantor further covenants to the Bank that until all of the Obligations have been satisfied in full: (a) the Trademark Grantor shall maintain the Trademarks in full force and effect; (b) the Trademark Grantor will not enter into any agreements which are inconsistent with the Trademark Grantor's obligations under this Rider or which restrict or impair the Bank's rights hereunder; and (c) if the Trademark Grantor acquires rights to any new non-intent-to-use Trademarks, the provisions of this Rider shall automatically apply thereto and the Trademark Grantor shall give the Bank prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Trademark Grantor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

5. Exclusive Use of Trademarks. So long as this Rider is in effect and so long as the Trademark Grantor has not received notice from the Bank that an Event of Default has occurred under the Loan Documents and that the Bank has elected to exercise its rights to assignment hereunder, the Trademark Grantor shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Bank shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Negative Pledge. The Trademark Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of the Bank. The Trademark Grantor shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of the Bank in and to any of the Trademark Grantor's rights under the Trademarks against the claims or demands of all persons whatsoever.

7. No Additional Trademarks. As of the date hereof, the Trademark Grantor does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

8. Pledge of Additional Trademarks. In the event the Trademark Grantor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark which the Trademark Grantor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Trademark Grantor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Bank thereof, and, upon request of the Bank shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Bank may reasonably request to evidence the Bank's interest in such Trademark and the goodwill of the Trademark Grantor associated thereto or represented thereby. The Trademark Grantor hereby grants the Bank a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Rider by amending Schedule A, as applicable, to include any future Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Rider.

9. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while the Trademark Grantor shall be in default hereunder or an Event of Default exists under the Loan Documents, the Trademark Grantor hereby covenants and agrees that the Bank, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of the Trademark Grantor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Trademark Grantor hereby authorizes and empowers the Bank to make, constitute and appoint any officer or agent of the Bank as the Bank may select, in its exclusive discretion, as the Trademark Grantor's true and lawful attorney-in-fact, with the power to endorse the Trademark Grantor's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Trademark Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Trademark Grantor expressly acknowledges that this Rider shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Trademark Grantor shall also execute and deliver to the Bank such documents as the Bank shall reasonably request to permanently assign all rights in the Trademarks to the Bank, which documents shall be held by the Bank, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Bank may, at its sole option, record such documents with the Patent and Trademark Office.

10. Subject to Security Agreement. This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

11. Inconsistent with Security Agreement. All rights and remedies herein granted to the Bank shall be in addition to any rights and remedies granted to the Bank under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference.

12. Termination of Agreement. Upon payment and performance of all Obligations under the Loan Documents, the Bank shall execute and deliver to the Trademark Grantor all documents necessary to re-vest all rights in and to the Trademarks in the Trademark Grantor and/or terminate any interest of the Bank therein.

13. Prosecution of Trademark Applications. (a) Subject to the terms of the Loan Documents, the Trademark Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any infringement of the Trademarks, and upon reasonable request of the Bank, the Trademark Grantor shall make federal application on registrable but unregistered trademarks belonging to the Trademark Grantor. Any reasonable expenses

incurred in connection with such applications or defense of said Trademarks shall be borne by the Trademark Grantor. The Trademark Grantor shall not abandon any Trademark without the written consent of the Bank.

(b) The Trademark Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Bank may, if the Trademark Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Trademark Grantor shall promptly, upon demand, reimburse and indemnify the Bank for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Bank in the fulfillment of the provisions of this paragraph.

14. Responsibility and Liability. The Trademark Grantor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Bank and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Trademark Grantor in connection with any of the Trademarks or otherwise arising out of the Trademark Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Bank under any License for any sum owing thereunder, or to enforce any provisions of such License, the Trademark Grantor will indemnify and keep the Bank harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Trademark Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Trademark Grantor, and all such Obligations of the Trademark Grantor shall be and remain enforceable against and only against the Trademark Grantor and shall not be enforceable against the Bank.

15. Bank's Rights. The Bank may, in its sole discretion, pay any amount or do any act required of the Trademark Grantor hereunder or requested by the Bank to preserve, defend, protect, maintain, record or enforce the Trademark Grantor's obligations contained herein, the Obligations of the Trademark Grantor to the Bank, the Trademarks, or the right, title and interest granted the Bank herein, and which the Trademark Grantor fails to do or pay, and any such payment shall be deemed an advance by the Bank to the Trademark Grantor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

16. Protection of the Trademarks. The Trademark Grantor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, the Trademark Grantor shall promptly notify the Bank of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Bank, shall join with the Bank, at the Trademark Grantor's expense, in such action as the Bank, in its reasonable discretion, may deem advisable for the protection of the Bank's interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Trademark Grantor from bringing an action against a person for the protection of the Trademark Grantor's interest in and to such Trademarks.

17. Additional Remedies. Upon the occurrence of an Event of Default under the Loan Documents, the Bank may, without any obligation to do so, complete any obligation of the Trademark Grantor hereunder, in the Trademark Grantor's name or in the Bank's name, but at the Trademark Grantor's expense, and the Trademark Grantor hereby agrees to reimburse the Bank in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Bank in protecting, defending and maintaining the Trademarks.

18. Governing Law. THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE BANK'S OFFICE INDICATED ABOVE IS LOCATED, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

19. Counterparts. This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery

of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

TRADEMARK GRANTOR:

WITNESS / ATTEST:

Debra Quella
Print Name: Debra Quella
Title: _____

TOWNCARE DENTAL PARTNERSHIP,
INC., a Florida corporation

By: [Signature]
Print Name: Melvyn S. Gober
Title: Chief Executive Officer

(SEAL)

WITNESS / ATTEST:

Debra Quella
Print Name: Debra Quella
Title: _____

MAIN STREET CHILDREN'S DENTISTRY
AND ORTHODONTICS, LLC, a Florida
limited liability company

By: [Signature]
Print Name: Melvyn S. Gober
Title: Managing Member

(SEAL)

BANK:

PNC BANK, NATIONAL ASSOCIATION

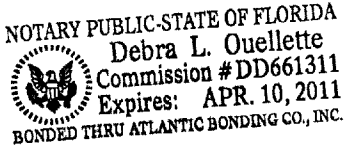
By: V. Civalero
Print Name: Vanessa Civalero
Title: SVP

(SEAL)

STATE OF FLORIDA)
)
COUNTY OF BROWARD) ss:

On this, the 19th day of November, 2010, before me, a Notary Public, the undersigned officer, personally appeared Melvyn S. Gober, who acknowledged himself to be the Chief Executive Officer of TOWNCARE DENTAL PARTNERSHIP, INC., a Florida corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

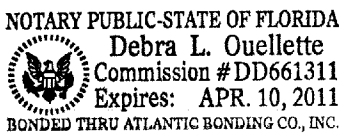


Debra L. Ouellette
Notary Public
My commission expires: _____
Print Name _____

STATE OF FLORIDA)
)
COUNTY OF BROWARD) ss:

On this, the 19th day of November, 2010, before me, a Notary Public, the undersigned officer, personally appeared Melvyn S. Gober, who acknowledged himself to be the Managing Member of MAIN STREET CHILDREN'S DENTISTRY AND ORTHODONTICS, LLC, a Florida limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

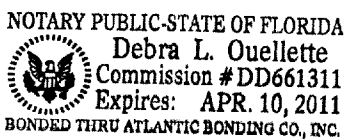


Debra L. Ouellette
Notary Public
My commission expires: _____
Print Name _____

STATE OF FLORIDA)
)
COUNTY OF BROWARD) ss:

On this, the 19th day of November, 2010, before me, a Notary Public, the undersigned officer, personally appeared Vanessa Cavalero, who acknowledged himself/herself to be the Senior Vice President of PNC BANK, NATIONAL ASSOCIATION, and that he/she, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said bank.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Debra L. Ouellette
Notary Public
My commission expires: _____
Print Name _____

SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS

<u>TRADEMARK</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>REGISTRATION OR FILING DATE</u>
Main Street Service Mark	3,462,821	U.S.A.	July 8, 2008
Main Street Service Mark	3,468,458	U.S.A.	July 15, 2008
Towncare Service Mark	3,489,150	U.S.A.	August 19, 2008
ORTHOEZ Financing	3,865,341	U.S.A.	
Towncare Dental	3,663,541	U.S.A.	

TRADEMARK ASSIGNMENT

WHEREAS, TOWNCARE DENTAL PARTNERSHIP, INC., a Florida corporation, and **MAIN STREET CHILDREN'S DENTISTRY AND ORTHODONTICS, LLC**, a Florida limited liability company (the **"Trademark Grantor"**) is the owner of the entire right, title and interest in and to the United States trademarks, trade names and registrations listed on Schedule A attached hereto and made a part hereof (collectively, the **"Trademarks"**), which are registered in the United States Patent and Trademark Office or which are subject of pending applications in the United States Patent and Trademark Office; and

WHEREAS, PNC BANK, NATIONAL ASSOCIATION, having a place of business at 200 East Broward Boulevard, 2nd floor, Fort Lauderdale, Florida 33301, identified as the **"Bank"** under that certain Rider to Security Agreement - Trademarks (the **"Rider"**) of even date herewith (the **"Grantee"**) is desirous of acquiring said Trademarks;

WHEREAS, the Grantee has a security interest in the assets of the Trademark Grantor adequate to carry on the business of the Trademark Grantor; and

WHEREAS, the Rider provides that this Assignment shall become effective upon the occurrence of an Event of Default as defined in the Security Agreement dated as of November 19th, 2010 by and between the Grantor (as defined in the Security Agreement) and the Grantee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Trademark Grantor, for itself and its successors and assigns does hereby collaterally transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks, the goodwill of the business associated with such Trademarks and all proceeds thereof and all rights and proceeds associated therewith.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed by its duly authorized officer on this _____ day of November, 2010.

WITNESS / ATTEST:

Debra Ouellette
Print Name: Debra Ouellette
Title: _____

TOWNCARE DENTAL PARTNERSHIP,
INC., a Florida corporation

By: [Signature]
Print Name: Melvyn S. Gober
Title: Chief Executive Officer

(SEAL)

WITNESS / ATTEST:

Debra Ouellette
Print Name: Debra Ouellette
Title: _____

MAIN STREET CHILDREN'S DENTISTRY
AND ORTHODONTICS, LLC, a Florida
limited liability company

By: [Signature]
Print Name: Melvyn S. Gober
Title: Managing Member

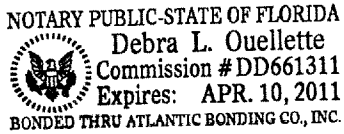
(SEAL)

[ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGE]

STATE OF FLORIDA)
)
) SS:
COUNTY OF BROWARD)

On this, the 19th day of November, 2010, before me, a Notary Public, the undersigned officer, personally appeared Melvyn S. Gober, who acknowledged himself to be the Chief Executive Officer of TOWNCARE DENTAL PARTNERSHIP, INC., a Florida corporation, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

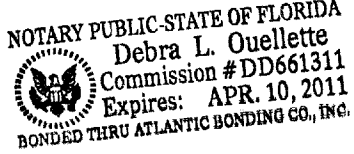


Debra L. Ouellette
Notary Public
My commission expires: _____
Print Name _____

STATE OF FLORIDA)
)
) SS:
COUNTY OF BROWARD)

On this, the 19th day of November, 2010, before me, a Notary Public, the undersigned officer, personally appeared Melvyn S. Gober, who acknowledged himself to be the Managing Member of MAIN STREET CHILDREN'S DENTISTRY AND ORTHODONTICS, LLC, a Florida limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing on behalf of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Debra L. Ouellette
Notary Public
My commission expires: _____
Print Name _____

SCHEDULE A TO TRADEMARK ASSIGNMENT

<u>TRADEMARK</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>REGISTRATION OR FILING DATE</u>
Main Street Service Mark	3,462,821	U.S.A.	July 8, 2008
Main Street Service Mark	3,468,458	U.S.A.	July 15, 2008
To>wncare Service Mark	3,489,150	U.S.A.	August 19, 2008
ORTHOEZ Financing	3,865,341	U.S.A.	
To>wncare Dental	3,663,541	U.S.A.	