

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Trademark Security Interests

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GE Business Financial Services Inc.	FORMERLY Merrill Lynch Business Financial Services Inc.	10/06/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Aspen Dental Management, Inc.
<b>Street Address:</b>	281 Sanders Creek Parkway
<b>City:</b>	East Syracuse
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	13057
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Registration Number:	2674268	COMFORT & CONFIDENCE IN EVERY SMILE
Registration Number:	2545075	COMFIDENTS
Registration Number:	2864022	ASPENDENTAL
Registration Number:	2878239	ASPENDENTAL WE'LL CHANGE THE WAY YOU SEE THE DENTIST.
Registration Number:	2543057	COMFILYTES
Registration Number:	2543059	FLEXILYTES
Registration Number:	2543060	FLEXILYTES COMBO
Registration Number:	2543058	NATURALYTES
Registration Number:	2489395	WE'LL CHANGE THE WAY YOU SEE THE DENTIST
Serial Number:	78669122	ALLSMILES DENTAL CARE
Serial Number:	78669126	SMILES DENTAL CARE
Serial Number:	78751706	ASPENDENTAL GET YOUR SMILE BACK
Serial Number:	78771490	GET YOUR SMILE BACK

CH \$415.00 2674268

Serial Number:	78818719	ASPENDENTAL MORE REASONS TO SMILE
Serial Number:	78918678	ASPENDENTAL
Serial Number:	78918683	ASPENDENTAL MORE REASONS TO SMILE.

**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:	03/28/2011

**Total Attachments: 5**

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## **RELEASE OF TRADEMARK SECURITY INTERESTS**

This RELEASE OF TRADEMARK SECURITY INTERESTS (this "Release") is made as of this 6th day of October 2010, by GE BUSINESS FINANCIAL SERVICES INC., a Delaware corporation (f/k/a Merrill Lynch Business Financial Services Inc.), in its capacity as Administrative Agent (in such capacity, "Secured Party"), in favor of ASPEN DENTAL MANAGEMENT, INC., a Delaware corporation ("Debtor"). Secured Party is referred to as "Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc" in the Trademark Security Agreements (as defined below). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Trademark Security Agreements.

### **WITNESSETH:**

WHEREAS, Secured Party and Debtor entered into (i) that certain Trademark Security Agreement, dated as of June 30, 2006 and recorded by the United States Patent and Trademark Office on July 31, 2006, at Reel 3359, Frame 0001 (the "First Priority Trademark Security Agreement") and (ii) that certain Trademark Security Agreement, dated as of June 30, 2006 and recorded by the United States Patent and Trademark Office on August 28, 2006, at Reel 3378, Frame 0645 (the "Second Priority Trademark Security Agreement" and together, with the First Priority Trademark Security Agreement, the "Trademark Security Agreements"), pursuant to which Debtor granted to Secured Party, for its benefit and the benefit of the Lenders (and further reaffirmed its grant pursuant to the Security Agreement referenced in each of the Trademark Security Agreements), first priority and second priority continuing security interests in Debtor's entire right, title and interest in and to the Trademark Collateral whether then owned or existing or thereafter created, acquired or arising;

WHEREAS, on August 15, 2007, the obligations that the Second Priority Trademark Security Agreement secured were paid in full and performed and all liens and security interests were terminated and released, but Secured Party did not record with the United States Patent and Trademark Office a release of the Trademark Collateral described in the Second Priority Trademark Security Agreement; and

WHEREAS, all obligations that the First Priority Trademark Security Agreement secures have been paid in full and performed and all liens and security interests have been terminated and released, and Debtor has requested that Secured Party confirm its release of its interests in the Trademark Collateral and reassign all of Secured Party's right, title and interest therein to Debtor, as further described herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Secured Party hereby:

1. expressly releases, terminates, extinguishes and discharges in full its security interest in and lien upon any and all of Secured Party's right, title and interest in and to the following:

(a) each Trademark listed on Schedule A attached hereto and made a part hereof, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark;

2. authorizes and requests that the United States Patent and Trademark Office note and record the existence of the release hereby given;

3. consents and agrees to execute and deliver, at the request and cost of Debtor, such further instruments, documents and release forms as Debtor may reasonably request to more effectively, release, terminate, extinguish and discharge fully any such liens and security interests upon such Trademark Collateral; and

4. agrees that this Release shall be binding upon Secured Party's legal representatives, assigns and successors.

*(Signature Page Follows)*

***(Signature Page to Release of Trademark Security Interests)***

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized signatory this 6 day of October, 2010.

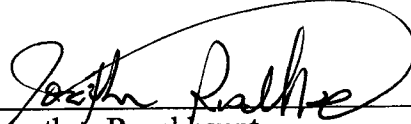
**SECURED PARTY:**

**GE BUSINESS FINANCIAL SERVICES INC.**  
(f/k/a Merrill Lynch Business Financial Services Inc.),  
a Delaware corporation, as Administrative Agent

By: \_\_\_\_\_

Name: Jonathan Ruschhaupt

Title: Duly Authorized Signatory

A handwritten signature in black ink, appearing to read "Jonathan Ruschhaupt", is written over a horizontal line. The signature is cursive and includes a large loop at the end.

**SCHEDULE A**

**Trademarks:**

<b>Trademark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Issue Date</b>
COMFORT AND CONFIDENCE IN EVERY SMILE	USA	2,674,268	1/14/03
Comfidents	USA	2,545,075	3/5/02
Aspen Dental (stylized)	USA	2,864,022	7/20/04
Aspen Dental We'll change the way you see the dentist.	USA	2,878,239	8/31/04
ComfiLytes	USA	2,543,057	2/26/02
FlexiLytes	USA	2,543,059	2/26/02
FlexiLytes Combo	USA	2,543,060	2/26/02
NaturaLytes	USA	2,543,058	2/26/02
We'll change the way you see the dentist	USA	2,489,395	9/11/01

**Trademark Applications:**

<b>Trademark</b>	<b>Country</b>	<b>Serial Number</b>	<b>Application Date</b>
All Smiles Dental Care	USA	78/669,122	7/13/05
Smiles Dental Care	USA	78/669,126	7/13/05
Aspen Dental Get your smile back	USA	78/751,706	11/10/05
GET YOUR SMILE BACK	USA	78/771,490	12/12/05
Aspen Dental More reasons to smile.	USA	78/818,719	2/20/06
ASPENDENTAL (stylized)	USA	78/918,678	6/28/06
ASPENDENTAL MORE REASONS TO SMILE (stylized)	USA	78/918,683	6/28/06

Schedule A

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RECORDED: 03/28/2011

**TRADEMARK**  
**REEL: 004507 FRAME: 0772**