

# 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
DentaQuest, LLC, successor by merger to DentaQuest Ventures, LLC		06/23/2011	LIMITED LIABILITY COMPANY: DELAWARE
Dental Service of Massachusetts, Inc.		06/23/2011	CORPORATION: MASSACHUSETTS

## RECEIVING PARTY DATA

Name:	Bank of America, N.A., as administrative agent
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	national banking association: UNITED STATES

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3800775	EYEQUEST
Registration Number:	3673476	HEALTHY MOUTHS, HAPPY SMILES.
Registration Number:	3747185	HEALTHY MOUTHS FOR LIFE
Serial Number:	85128265	PREVENTISTRY
Serial Number:	77545035	WINDWARD
Serial Number:	77795822	SMILE STATION
Serial Number:	77870528	DENTAANALYTICS

## CORRESPONDENCE DATA

Fax Number: (800)432-5298

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

Phone: 401.276.6418

TRADEMARK

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Email: jdavis@eapdlaw.com  
Correspondent Name: Jessica Davis  
Address Line 1: 2800 Finanical Plaza  
Address Line 2: Edwards Angell Palmer & Dodge LLP  
Address Line 4: Providence, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	51442.0119
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NAME OF SUBMITTER:	Jessica Davis
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Signature:	/JDavis/
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Date:	06/27/2011
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**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 23, 2011 is made between DentaQuest, LLC, successor by merger to DentaQuest Ventures, LLC, a Delaware limited liability company ("DentaQuest"), Dental Service of Massachusetts, Inc., a Massachusetts corporation (collectively with DentaQuest, the "Grantors"), and Bank of America, N.A., as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

### WITNESSETH:

WHEREAS, DentaQuest and the Administrative Agent are parties to an Amended and Restated Credit Agreement, dated as of June 23, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), with the Lenders party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of June 23, 2011 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors are required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations and Guarantor Obligations; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make and/or continue to make Loans and issue or participate in Letters of Credit pursuant to the Credit Agreement, the Grantors agree, for the benefit of each Secured Party, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest. The Grantors hereby assign, pledge, hypothecate, charge, mortgage, deliver, and transfer to the Administrative Agent, for the benefit of the Secured Parties, and hereby grant to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantors (the "Trademark Collateral"):

- (a) (i) all of Grantors' trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and

Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a "Trademark");

(b) all Trademark licenses for the grant by or to the Grantors of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademark Collateral as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Guarantee and Collateral Agreement. This Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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

DENTAQUEST, LLC, successor by merger to DentaQuest Ventures, LLC

By: 

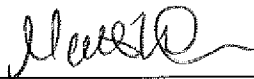
Name: James E. Collins  
Title: Treasurer

DENTAL SERVICE OF MASSACHUSETTS, INC.

By: 

Name: James E. Collins  
Title: Treasurer

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

By:   
Name: Matthew S. Hichborn  
Title: Assistant Vice President

*Trademark Security Agreement*

**TRADEMARK**  
**REEL: 004570 FRAME: 0219**

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>*Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	Eyquest	3800775	6/8/2010
US	Healthy Mouths, Happy Smiles.	3673476	8/25/2009
US	Healthy Mouths for Life	3747185	2/9/2010

Pending Trademark Applications

<u>*Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
US	Preventistry	85128265	9/13/2010
US	Windward	77545035	8/12/2008
US	Smile Station	77795822	8/3/2009
US	Dentaanalytics	77870528	11/11/2009

Trademark Applications in Preparation

<u>*Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
None.				

Item B. Trademark Licenses

<u>*Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None.					