

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		RELEASE BY SECURED PARTY	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The State Board of Administration of Florida		08/01/2011	STATE AGENCY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Community Dental Services, Inc.		
<b>Street Address:</b>	18101 Von Karman Avenue		
<b>Internal Address:</b>	Suite 750		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92612		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1858859	SMILECARE	
<b>Registration Number:</b>	1860137	SMILECARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-862-2000		
<b>Email:</b>	dgasiorowski@kirkland.com		
<b>Correspondent Name:</b>	Kirkland & Ellis LLP		
<b>Address Line 1:</b>	300 North LaSalle Street		
<b>Address Line 2:</b>	c/o Donna Gasiorowski, Sr. Legal Asst.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	41905-2 DRG		
<b>NAME OF SUBMITTER:</b>	Donna Gasiorowski		

CH \$65.00 1858859

**900198887**

**TRADEMARK  
 REEL: 004597 FRAME: 0623**

Signature:	/Donna Gasiorowski/
Date:	08/04/2011
Total Attachments: 4 source=8-1-2011 Termination & Release of SBA TM Interest#page1.tif source=8-1-2011 Termination & Release of SBA TM Interest#page2.tif source=8-1-2011 Termination & Release of SBA TM Interest#page3.tif source=8-1-2011 Termination & Release of SBA TM Interest#page4.tif	

**TERMINATION AND RELEASE OF SENIOR CONDITIONAL ASSIGNMENT OF  
AND SECURITY INTEREST IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SENIOR CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARKS** (this "Termination and Release Trademark Agreement"), dated as of August 1, 2011, is made by The State Board of Administration of Florida, located c/o The Liberty Capital Partners Inc., 34th floor, 1177 Avenue of the Americas, New York, New York 10036 (the "Lender"), in favor of Community Dental Services, Inc., a California corporation, located at 18101 Von Karman Avenue, Suite 750, Irvine, California 92612 (the "Borrower").

**WITNESSETH:**

WHEREAS, pursuant to (1) that certain Senior Loan Agreement dated as of June 3, 1997 and effective as of June 4, 1997 between Borrower and Lender (as amended, modified and supplemented from time to time, the "Senior Loan Agreement"), in which Lender agreed to make certain loans available to the Borrower, and (2) in connection with the Senior Loan Agreement, that certain Senior Conditional Assignment of Intellectual Property and Security Agreement (the "IP Security Agreement") dated June 3, 1997 and effective as of June 4, 1997 between Borrower and Lender, granted to Lender a continuing security interest in and continuing liens upon, all of Borrower's right, title and interest in, to and under certain assets of Borrower, including those trademark registrations and trademark applications set forth on Schedule A attached hereto (such trademark registrations and trademark applications and any ancillary rights and assets relating thereto), patents and patent applications, copyrights, and all other United States and foreign intellectual property rights as defined in the IP Security Agreement and all license agreements with third parties as defined in the IP Security Agreement (the "Intellectual Property Collateral"), as collateral security for the payment and performance of certain obligations of Borrower to Lender;

WHEREAS, pursuant to the Senior Loan Agreement, Borrower was required to execute and deliver to Lender that certain IP Security Agreement;

WHEREAS, pursuant to the Senior Loan Agreement and to the IP Security Agreement, Borrower and Lender entered into the Senior Conditional Assignment of and Security Interest in Trademarks (the "Senior Trademark Security Interest");

WHEREAS, the Senior Trademark Security Interest was recorded in the Trademark Assignment Division of the United States Patent and Trademark Office on June 18, 1997 at Reel 1599, Frame 0716; and

WHEREAS, Borrower has paid all of its outstanding obligations to Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby terminates, releases and discharges any and all security interests and liens it has against the Intellectual Property Collateral and the Senior Trademark Security Interest, including those trademark registrations and trademark applications set forth on Schedule A attached hereto.

Lender shall, at Borrower's sole cost and expense, take all further actions, and provide to Borrower, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by Borrower to more fully and effectively effectuate the purposes of this Termination and Release Trademark Agreement.

This Termination and Release Trademark Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law, rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release Trademark Agreement as of the date first above written.

STATE BOARD OF ADMINISTRATION OF FLORIDA

By: Liberty Partners, L.P.

Its: Attorney-in-Fact

By: Liberty Capital Partners, Inc.

Its: General Partner

By: 

Name: \_\_\_\_\_

Title: President

*Signature Page to Termination and Release Trademark Agreement*

TRADEMARK  
REEL: 004597 FRAME: 0627

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
SmileCare	1858859	October 18, 1994
SmileCare	1860137	October 25, 1994

**FOREIGN REGISTERED TRADEMARKS**

None.

**STATE TRADEMARK REGISTRATIONS**

<b>TRADEMARK</b>	<b>REG. NO.</b>	<b>REG. DATE</b>	<b>STATE</b>
SMILECARE DENTAL GROUP	18799	February 9, 1984	California

**U.S. TRADEMARK APPLICATIONS**

None.

**FOREIGN TRADEMARK APPLICATIONS**

None.

**STATE TRADEMARK APPLICATIONS**

None.