

## 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
Pickron Orthodontic Care, Inc.		09/01/2011	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	315 Deaderick Street		
Internal Address:	Second Floor		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37238		
Entity Type:	banking corporation: ALABAMA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3488472	PICKRON ORTHODONTIC CARE	
Registration Number:	3364694	PICKRON	
CORRESPONDENCE DATA			
Fax Number:	(404)881-7777		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	404-881-7000		
Email:	betsy.perkins@alston.com		
Correspondent Name:	Laura Kees		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	112180/408513		
NAME OF SUBMITTER:	Laura Kees		
Signature:	/Laura Kees/		

900201406

TRADEMARK  
REEL: 004617 FRAME: 0554

OP \$65.00 3488472

Date:

09/06/2011

**Total Attachments: 5**

source=Pickron Orthodontic Care Grant of Security Interest (Patents and Trademarks)#page1.tif

source=Pickron Orthodontic Care Grant of Security Interest (Patents and Trademarks)#page2.tif

source=Pickron Orthodontic Care Grant of Security Interest (Patents and Trademarks)#page3.tif

source=Pickron Orthodontic Care Grant of Security Interest (Patents and Trademarks)#page4.tif

source=Pickron Orthodontic Care Grant of Security Interest (Patents and Trademarks)#page5.tif

GRANT OF SECURITY INTEREST  
(PATENTS AND TRADEMARKS)

---

September 1, 2011

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Pickron Orthodontic Care, Inc., a Georgia corporation (the "Grantor"), with principal offices at 1330 and 1350 Spring Street, Atlanta, GA 30309, hereby assigns and grants to REGIONS BANK, as Administrative Agent (the "Grantee") with principal offices at 315 Deaderick Street, Second Floor, Nashville, Tennessee 37238, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations and trademark applications (excluding any "intent-to-use" trademark applications for which a statement of use has not been filed and accepted (but only until such statement is filed and accepted)) (the "Marks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor's right, title and interest in and to the patents and patent applications (the "Patents") set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Guarantee and Collateral Agreement referred to below) of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in the Guarantee and Collateral Agreement by and among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of September 1, 2011 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Guarantee and Collateral Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guarantee and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern. This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

THIS AGREEMENT AND THE RIGHTS AND SECURED OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF EXCEPT FOR SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NON-PERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

PICKRON ORTHODONTIC CARE, INC., as  
Grantor

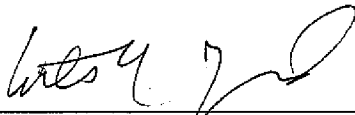
By: Keith Yoder  
Name: Keith Yoder  
Title: Chief Financial Officer

[Signatures Continue on Next Page]

Signature Page to Grant of Security Interest (Patent and Trademarks)

TRADEMARK  
REEL: 004617 FRAME: 0557

REGIONS BANK,  
as Administrative Agent, as Grantee

By:   
Name: William H. Crawford  
Title: Senior Vice President

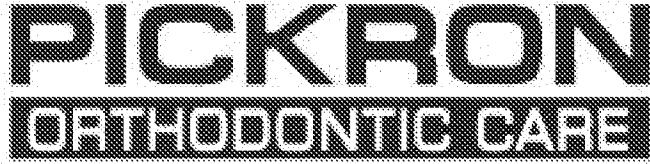
## **SCHEDULE A**

### **REGISTERED MARKS:**

(1)

Grantor: Pickron Orthodontic Care, Inc.

Servicemark: Pickron Orthodontic Care and Design, Reg. No. 3,488,472, Reg. Date August 19, 2008



(2)

Grantor: Pickron Orthodontic Care, Inc.

Servicemark: Pickron, Reg. No. 3364694, Reg. Date January 8, 2008

## **SCHEDULE B**

None.