

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT TO THAT CERTAIN THIRD AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DentalCare Partners, Inc.		07/11/2011	CORPORATION: DELAWARE
Dental One, Inc.		07/11/2011	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Ally Commercial Finance LLC
Street Address:	1185 Avenue of the Americas
Internal Address:	2nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	75279512	DENTALWORKS
Serial Number:	77276292	DENTALCARE PARTNERS
Serial Number:	77368885	TRUE SMILES
Serial Number:	78322684	DENTISTRY'S BEST KEPT SECRET
Serial Number:	78322453	PRECISION ORTHODONTICS
Serial Number:	78322467	BEAUTIFUL SMILES. FAST.
Serial Number:	77270787	FREE WHITENING FOR LIFE
Serial Number:	77233702	DENTAL ONE
Serial Number:	77786752	DENTALONE PARTNERS

CORRESPONDENCE DATA

Fax Number: (214)758-1550

OP \$240.00 75279512

Phone: 214-758-1509
Email: vwalker@pattonboggs.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Vicky Walker, Patton Boggs LLP
Address Line 1: 2000 McKinney Avenue, Suite 1700
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	023129.0121
NAME OF SUBMITTER:	Vicky Walker, Paralegal Specialist
Signature:	/Vicky Walker/
Date:	01/05/2012

Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of July 11, 2011, by **DentalCare Partners, Inc.** ("DCP") and **Dental One, Inc.** (together with DCP and any of their respective successors or permitted assignees, collectively, the "Grantors"), in favor of **Ally Commercial Finance LLC**, a Delaware limited liability company (in such capacity, the "Agent"), as agent for itself and the other Lenders. Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (as defined below).

RECITALS

WHEREAS, pursuant to that certain Third Amended and Restated Loan and Security Agreement, dated as of the date hereof, by and among the Grantors (and certain of their Subsidiaries), the Agent and the other Lenders (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have extended and desires to continue to extend credit to the Grantors subject to the terms and conditions set forth therein, (the "Loan"); and

WHEREAS, it is a condition precedent to the obligation of Lenders to execute and perform under the Loan Agreement that Grantors shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the Lenders' performance under the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loan to the Grantors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the Grantors' prompt and complete payment of all of the Grantors' Obligations under the Loan Agreement, the Grantors hereby grant Agent, for the ratable benefit of Lenders, a continuing first priority security interest in all of the right, title and interest of such Grantors in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the "IP Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Grantors authorize and request that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent, for the ratable benefit of Lenders, in the IP Collateral.

3. Power of Attorney. The Grantors hereby irrevocably grant to Agent, for the ratable benefit of Lenders, a power of attorney, to act as such Grantors' attorney-in-fact, with full authority in the name, place and stead of such Grantors, from time to time in the Agent's reasonable discretion to take any action and to execute any instrument that Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) if Grantors fail to do so within 10 Business Days after request from Agent, to modify or amend (in the sole discretion of Agent and without first obtaining such Grantors' approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered Intellectual Property (or application or license therefor) acquired by such Grantors after the execution hereof or to delete any reference to any IP Collateral in which such Grantors no longer have or claim any right, title or interest;

(b) Upon the occurrence and during the continuation of a Event of Default, to execute, file and pursue (in the reasonable discretion of Agent and without first obtaining such Grantors' approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to maintain, continue or otherwise protect Agent's, for the ratable benefit of Lenders, interest or such Grantors' rights in the IP Collateral, including, without limitation, executing and filing any document in any proceeding before the United States Patent and Trademark Office, the

United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of Agent, for the ratable benefit of Lenders, in any part of the IP Collateral, including, without limitation, any financing statement, any continuation statement or any amendment thereto, without the signature of such Grantors unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantors' name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent and the other Lenders, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted, or if such a claim has been asserted, such claim has been satisfied or discharged) secured hereby have been paid in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

4. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than contingent indemnification Obligations to the extent no claim giving rise thereto has been asserted, or if such a claim has been asserted, such claim has been satisfied or discharged) secured hereby and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination or release, Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors such documents as the Grantors may reasonably request and as are provided to Agent to evidence such termination and the release of the security interest granted hereby.

5. Newly Registered Copyrights, Patents and Trademarks. The Grantors hereby agree to pledge under this Agreement and notify Agent regarding Collateral consisting of newly registered Copyrights, Patents and Trademarks within thirty (30) days after the end of each fiscal quarter of the Company.

6. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the

Lenders, under the Loan Agreement. The rights and remedies of the Grantors, Agent and the other Lenders with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.


(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. Receipt by telecopy or electronic mail of any executed signature page to this Agreement shall constitute effective delivery of such signature page

[Remainder of Page Intentionally Blank; Signature Pages Follow]

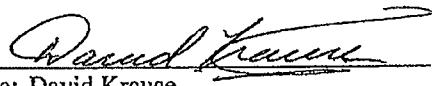
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

DENTALCARE PARTNERS, INC.

By: 
Name: David Krause
Title: Vice President – Chief Financial Officer, Treasurer and Assistant Secretary

DENTAL ONE, INC.


By: 
Name: David Krause
Title: Vice President – Chief Financial Officer, Treasurer and Assistant Secretary

SIGNATURE PAGE TO DCP INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 004692 FRAME: 0564

AGENT:

ALLY COMMERCIAL FINANCE LLC

By: 
Name: Daniel Maresca
Title: Senior Director

SIGNATURE PAGE TO DCP INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 004692 FRAME: 0565

ACKNOWLEDGMENT

STATE OF OHIO :

: SS

COUNTY OF CUYAHOGA :

Before me, the undersigned, a Notary Public, on this 6th day of July, 2011, personally appeared David Krause to me known personally, who, being by me duly sworn, did say that he is the Vice President – Chief Financial Officer, Treasurer and Assistant Secretary of DentalCare Partners, Inc. and Dental One, Inc., each as a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantors, by authority of its board of directors, members or managers, as applicable, and the said VP, CFO, TREASURER & acknowledged said instrument to be his free act and deed.

ASST SECRETARY

RACHEL ANN SABATO
Notary Public

My Commission Expires: March 13, 2015



RACHEL ANN SABATO
Notary Public, State of Ohio
Cuyahoga County
My Commission Expires
March 13, 2015

ACKNOWLEDGMENT TO DCP INTELLECTUAL PROPERTY SECURITY AGREEMENT

ACKNOWLEDGMENT

STATE OF NEW YORK :

: SS

COUNTY OF NEW YORK :

Before me, the undersigned, a Notary Public, on this 7th day of July, 2011, personally appeared Daniel Maresca to me known personally, who, being by me duly sworn, did say that he is the Senior Director of Ally Commercial Finance LLC, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said Daniel Maresca acknowledged said instrument to be his free act and deed.

Raymond L. Herbert
Notary Public
My Commission Expires: 7/15/14

RAYMOND L. HERBERT
Notary Public, State of New York
No. 02HE4522504
Qualified in Nassau County
Commission Expires July 15, 2014

ACKNOWLEDGMENT TO DCP INTELLECTUAL PROPERTY SECURITY AGREEMENT

SCHEDULE A
COPYRIGHT COLLATERAL

None.

SCHEDULE B
PATENT COLLATERAL

None.

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

1. Serial #: 75279512
Filing Date: 04/22/1997
Registration #: 2,206,613
Registration Date: 12/1/1998
Registrant: DentalCare Partners, Inc.
Mark: DENTALWORKS
2. Serial #: 77276292
Filing Date: 09/11/2007
Registration #: 3,548,959
Registration Date: 12/23/2008
Registrant: DentalCare Partners, Inc.
Mark: DENTALCARE PARTNERS
3. Serial #: 77368885
Filing Date: 01/10/2008
Registration #: 3,890,498
Registration Date: 12/14/2010
Registrant: DentalCare Partners, Inc.
Mark: TRUE SMILES
4. Serial #: 78322684
Filing Date: 11/04/2003
Registration #: 2,994,312
Registration Date: 09/13/2005
Registrant: Dental One, Inc.
Mark: DENTISTRY'S BEST KEPT SECRET
5. Serial #: 78322453
Filing Date: 11/03/2003
Registration #: 3,083,495
Registration Date: 04/18/2006
Registrant: Dental One, Inc.
Mark: PRECISION ORTHODONTICS
6. Serial #: 78322467
Filing Date: 11/03/2003
Registration #: 3,213,858
Registration Date: 02/27/2007
Registrant: Dental One, Inc.
Mark: BEAUTIFUL SMILES. FAST.

7. Serial #: 77270787
Filing Date: 09/04/2007
Registration #: 3,420,956
Registration Date: 04/29/2008
Registrant: Dental One, Inc.
Mark: FREE WHITENING FOR LIFE
8. Serial #: 77233702
Filing Date: 07/19/2007
Registration #: 3,456,906
Registration Date: 07/01/08
Registrant: Dental One, Inc.
Mark: DENTAL ONE
9. Serial #: 77786752
Filing Date: 07/22/2009
Registration #: 3,890,929
Registration Date: 12/14/2010
Registrant: Dental One, Inc.
Mark: DENTALONE PARTNERS

SCHEDULE D

DOMAIN NAMES

<u>Domain Name</u>	<u>Type</u>	<u>Account Holder</u>	<u>Expiration</u>
dcpartners.com	Domain Name	Dental Care Partners, Inc.	4/30/2013
dentalworks.com	Domain Name	Dental Care Partners, Inc	10/18/2013
ncoralsurgeon.com	Domain Name	Dental Care Partners, Inc.	4/18/2016
aggiedoc.com	ns13.worldnic.com ns14.worldnic.com	Dental One, Inc.	10/14/2012
aggiedocs.com	Web Forwarding	Dental One, Inc.	5/11/2012
danhinckley.com	ADNS Services	Dental One, Inc.	4/11/2012
dental-one.com	ADNS Services	Dental One, Inc.	5/18/2013
freewhiteningforlife.com	ADNS Services	Dental One, Inc.	5/11/2012
isabellefarmer.com	Web Forwarding	Dental One, Inc.	2/4/2012
plano-texas-dentist.com	Web Forwarding	Dental One, Inc.	2/4/2012
precision-ortho.com	ADNS Services	Dental One, Inc.	4/21/2012
precision-orthodontics.com	ADNS Services	Dental One, Inc.	12/15/2012
randyfarmer.com	Web Forwarding	Dental One, Inc.	2/4/2012
stateoftheartwithaheart.com	ns10.worldnic.com ns9.worldnic.com	Dental One, Inc.	2/4/2012
thenewpatientexperts.com	ADNS Services	Dental One, Inc.	12/15/2012