

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
AMERICAN DENTAL PARTNERS, INC.		02/09/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2961108	IMPROVIS	
CORRESPONDENCE DATA			
Fax Number:	(214)969-5100		
Phone:	214-969-4864		
Email:	mcmullen@jonesday.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Michelle McMullen, Jones Day		
Address Line 1:	2727 North Harwood Street		
Address Line 4:	Dallas, TEXAS 75201-1515		
ATTORNEY DOCKET NUMBER:	601755-049170		
NAME OF SUBMITTER:	Michelle McMullen		
Signature:	/michelle mcmullen/		

Date:

02/10/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of February 9, 2012 (“Agreement”), between American Dental Partners, Inc., a Delaware corporation (together with its successors and assigns, the “Assignor”), and KEYBANK NATIONAL ASSOCIATION, as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

PRELIMINARY STATEMENTS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of February 9, 2012 (as amended, restated or otherwise modified, restated, replaced or amended and restated from time to time, the “Credit Agreement”), among the Assignor (together with its successors and assigns), the lending institutions named as lenders therein (together with their successors and assigns, the “Lenders”), and the Administrative Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to a Pledge and Security Agreement, dated as of February 9, 2012 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Assignor, the other Grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby makes the following representations and warranties to the Administrative Agent and the other Secured Creditors and hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Grant of Security Interest.

(a) As security for the prompt payment and performance of the Secured Obligations, the Assignor hereby pledges and grants to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired (hereafter collectively called the “Specified Collateral”):

(1) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(2) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(3) all registrations and recordings with respect to any of the foregoing; and

(4) all reissues, extensions and renewals of any of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the laws of the State of New York without regard to conflicts of law principles.

Section 5. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

Section 6. Jury Trial Waiver. **THE ASSIGNOR AND THE ADMINISTRATIVE AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN THE ADMINISTRATIVE AGENT AND THE ASSIGNOR ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.**

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and the year first written above.

AMERICAN DENTAL PARTNERS, INC.,
as Assignor

By: Ian H. Brock
Name: Ian H. Brock
Title: Vice President, Planning and Investment

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

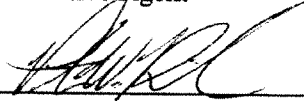
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and the year first written above.

AMERICAN DENTAL PARTNERS, INC.,
as Assignor

By: _____
Name:
Title:

KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____
Name: Peter Richer
Title: Director

[Signature Page to Trademark Security Agreement – American Dental Partners, Inc.]

TRADEMARK
REEL: 004715 FRAME: 0024

**Schedule A
to Trademark
Security Agreement**

TRADEMARKS, TRADE NAMES, SERVICE MARKS, ETC.
REGISTERED WITH
THE UNITED STATES PATENT AND TRADEMARK OFFICE:

<u>Owner</u>	<u>Trademark</u>	<u>Registration No.</u>
American Dental Partners, Inc.	IMPROVIS	2,961,108