

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
Garden State Dental Management, LLC		04/30/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC		
Street Address:	191 N. Wacker Drive, Suite 1200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1806609		
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-993-2698		
Email:	magdalini.rizakos@lw.com		
Correspondent Name:	Magdalini Rizakos c/o Latham & Watkins		
Address Line 1:	233 South Wacker Drive, Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Magdalini Rizakos		
Signature:	/mr/		
Date:	05/02/2012		

CH \$40.00 1806609

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 30th day of April, 2012, by GARDEN STATE DENTAL MANAGEMENT, LLC, a Delaware limited liability company (“**Grantor**”), in favor of NXT CAPITAL, LLC, a Delaware limited liability company, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “**Grantee**”):

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Third Amended and Restated Senior Credit Facility Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Second Amended and Restated Guaranty and Senior Security Agreement of even date herewith among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the “**Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of Secured Parties (as defined in the Credit Agreement), a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Credit Agreement or Collateral Agreement, the Credit Agreement or Collateral Agreement, as applicable, shall govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties (as defined in the Credit Agreement), and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

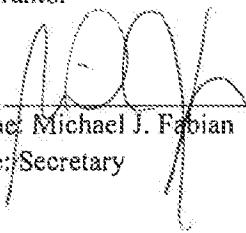
(i) each Trademark listed on Schedule 1 annexed hereto, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

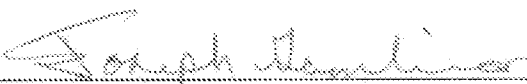
GARDEN STATE DENTAL MANAGEMENT, LLC,
as Grantor

By: 
Name: Michael J. Fabian
Title: Secretary

[Signature Page to Trademark Security Agreement]

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Agent

By: 
Name: Joseph Gambino
Title: *Only Authorized Signatory*

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Registration No.</u>	<u>Registration Date</u>
“Dentist Design”	1,806,609	11/23/1993

