

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Church Street Health Management, LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	CSHM LLC
Street Address:	618 Church Street, Suite 520
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37219
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3538249	BETTER ACCESS FOR A BETTER AMERICA
Serial Number:	85214341	CSHM CHURCH STREET HEALTH MANAGEMENT
Registration Number:	3339163	FORBA
Registration Number:	3613514	GIVING AMERICA'S KIDS THE SMILES THEY DESERVE
Registration Number:	3535270	OKLAHOMA SMILES
Registration Number:	3535271	OKLAHOMA SMILES
Registration Number:	3529322	SMALL SMILES
Registration Number:	3440292	SMALL SMILES
Registration Number:	3440297	SMALL SMILES
Registration Number:	3584346	SMALL SMILES. BIG DIFFERENCE.
Serial Number:	85257143	STRAIGHT SMILES
Registration Number:	3538248	F
Registration Number:	3751029	TEXAS SMILES
Registration Number:	3710878	TEXAS SMILES

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TRADEMARK

Registration Number:	3684344	
Registration Number:	3684343	
Registration Number:	3684342	

CORRESPONDENCE DATA

Fax Number: 9494754754
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 949-451-3800
Email: skann@gibsondunn.com
Correspondent Name: Stephanie S. Kann, Senior Paralegal
Address Line 1: 3161 Michelson Drive
Address Line 2: Gibson, Dunn & Crutcher LLP
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	36439-00001
NAME OF SUBMITTER:	Stephanie S. Kann
Signature:	/stephanie s. kann/
Date:	06/01/2012

Total Attachments: 7
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Agreement"), is made and entered into effective as of May 31, 2012, between Church Street Health Management LLC, a Delaware limited liability company ("Assignor"), and CSHM LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Amended and Restated Asset Sale Agreement, dated as of March 15, 2012 (as amended, the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee has agreed to purchase, acquire, receive and accept from Assignor, all of Assignor's right, title and interest in and to the trademarks, trademark applications and trademark registrations listed on Schedule A hereto, including all related common law rights with respect thereto (the "Trademarks") among other Assets (as defined in the Purchase Agreement); and

WHEREAS, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to purchase, acquire, receive and accept from Assignor, all of Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee all of Assignor's worldwide right, title and interest in, to and under the Trademarks throughout the world, including all registrations and applications thereof and the goodwill symbolized thereby, and all causes of actions, claims and demands or other rights for, or arising from, any past, present, and future infringement or other violation of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment of the Trademarks not been made.

2. Further Assurances. Assignor further agrees, without further consideration, to cooperate with the Assignee and to execute and deliver, or use commercially reasonable efforts to cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and to take all such other actions as the Assignee may reasonably request from time to time, consistent with the terms of this Agreement and the Purchase Agreement, in order to effectuate the provisions and purposes of this Agreement and the transactions contemplated hereby and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

3. Counterparts; Effectiveness. The Parties may execute this Agreement in two or more counterparts (no one of which need contain the signatures of all Parties), each of which will be an original and all of which together will constitute one and the same instrument.

4. Headings. The descriptive headings contained in this Agreement are for convenience

of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

5. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) Any questions, claims, disputes, remedies or Actions arising from or related to this Agreement, and any relief or remedies sought by any Parties, shall be governed exclusively by the Laws of the State of New York without regard to the rules of conflict of laws applied therein or any other jurisdiction.

(b) To the fullest extent permitted by applicable Law, each Party (i) agrees that any claim or Action by such Party seeking any relief whatsoever arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the Bankruptcy Court, if brought prior to the entry of a final decree closing the Chapter 11 Cases or in the federal courts in the Southern District of New York (collectively, the "Courts"), if brought after entry of such final decree closing the Chapter 11 Cases, *mutatis mutandis*, and shall not be brought in any other U.S. court or any court in any other country, (ii) agrees to submit to the exclusive jurisdiction of the Courts, as applicable pursuant to the preceding clause (i), for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby, (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of any such Action brought in such a court or any claim that any such Action brought in such a court has been brought in an inconvenient forum, (iv) agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 10.7 of the Purchase Agreement or any other manner as may be permitted by Law shall be valid and sufficient service thereof, and (v) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

(c) EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.

6. Severability. If any provision, clause, or part of this Agreement, or the application thereof under certain circumstances, is held invalid, illegal or incapable of being enforced in any

jurisdiction, (a) as to such jurisdiction, the remainder of this Agreement or the application of such provision, clause or part under other circumstances, and (b) as for any other jurisdiction, any provision of this Agreement, shall not be affected and shall remain in full force and effect, unless, in each case, such invalidity, illegality or unenforceability in such jurisdiction materially impairs the ability of the Parties to consummate the transactions contemplated by this Agreement. Upon such determination that any clause or other provision is invalid, illegal or incapable of being enforced in such jurisdiction, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible even in such jurisdiction.

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

**CHURCH STREET HEALTH
MANAGEMENT, LLC**

By Tore Nelson
Name: Tore Nelson
Title: Interim Chief Executive Officer

CSHM LLC

By _____
Name:
Title:

Signature Page to Assignment of Trademarks

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

**CHURCH STREET HEALTH
MANAGEMENT, LLC**

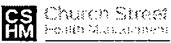


By _____
Name:
Title:






CSEM LLC

By _____
Name: Julian Melton
Title: Manager

Signature Page to Assignment of Trademarks

**SCHEDULE A
TO ASSIGNMENT OF TRADEMARKS**

Country/ State	Mark	Serial/ Registration Number	Filing/ Registration Date	Goods/ Services
US	BETTER ACCESS FOR A BETTER AMERICA	Serial No. 77/295,516 Reg. No. 3,538,249	Filing Date 10/3/2007 Reg. Date 11/25/2008	Int'l Cl. 35 – personnel recruiting services for dental offices
US	 Church Street Health Management	Serial No. 85/214,341	Filing Date 1/10/2011	Int'l Cl. 35 – dental practice management for others; consulting services in the field of dental practice management
US	FORBA	Serial No. 77/156,357 Reg. No. 3,339,163	Filing Date 4/13/2007 Reg. Date 11/20/2007	Int'l Cl. 35 – personnel recruiting services for dental offices
US	GIVING AMERICA'S KIDS THE SMILES THEY DESERVE	Serial No. 77/402,245 Reg. No. 3,613,514	Filing Date 2/21/2008 Reg. Date 4/28/2009	Int'l Cl. 44 - dentistry
US		Serial No. 77/399,110 Reg. No. 3,535,270	Filing Date 2/17/2008 Reg. Date 11/18/2008	Int'l Cl. 44 - dentistry
US	OKLAHOMA SMILES	Serial No. 77/399,111 Reg. No. 3,535,271	Filing Date 2/17/2008 Reg. Date 11/18/2008	Int'l Cl. 44 - dentistry
US	SMALL SMILES	Serial No. 78/953,016 Reg. No. 3,529,322	Filing Date 8/16/2006 Reg. Date 11/4/2008	Int'l Cl. 35 – provision of business management services for dental office development and operations
US	SMALL SMILES	Serial No. 77/295,429 Reg. No. 3,440,292	Filing Date 10/3/2007 Reg. Date 6/3/2008	Int'l Cl. 44 – dentist services
US		Serial No. 77/295,476 Reg. no. 3,440,297	Filing Date 10/3/2007 Reg. Date 6/3/2008	Int'l Cl. 44 – dentist services
US	SMALL SMILES, BIG DIFFERENCE	Serial No. 77/380,387 Reg. No. 3,584,346	Filing Date 1/25/2008 Reg. Date 3/3/2009	Int'l Cl. 44 - dentistry
US	STRAIGHT SMILES	Serial No. 85/257,143	Filing Date 3/3/2011	Int'l Cl. 44 – orthodontic services

Country/ State	Mark	Serial/ Registration Number	Filing/ Registration Date	Goods/ Services
US		Serial No. 77/295,422 Reg. No. 3,538,248	Filing Date 10/3/2007 Reg. Date 11/25/2008	Int'l Cl. 35 – personnel recruiting services for dental offices
US		Serial No. 77/295,488 Reg. No. 3,751,029	Filing Date 10/3/2007 Reg. Date 2/23/2010	Int'l Cl. 44 – dentist services
US	TEXAS SMILES	Serial No. 77/295,503 Reg. No. 3,710,878	Filing Date 10/3/2007 Reg. date 11/17/2009	Int'l Cl. 44 – dentist services
US		Serial No. 77/601,313 Reg. No. 3,684,344	Filing Date 10/27/2008 Reg. Date 9/15/2009	Int'l Cl. 44 - dentistry
US		Serial No. 77/601,305 Reg. No. 3,684,343	Filing Date 10/27/2008 Reg. Date 9/15/2009	Int'l Cl. 44 - dentistry
US		Serial No. 77/601,300 Reg. No. 3,684,342	Filing Date 10/27/2008 Reg. Date 9/15/2009	Int'l Cl. 44 - dentistry
TX	WILD SMILES	Reg. No. 801027912	Reg. Date 9/10/2008	Int'l Cl. 44 – dentist services
TX	WILD SMILES DENTAL CENTERS	Reg. No. 801027917	Reg. Date 9/29/2008	Int'l Cl. 44 – dentist services