

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement - Second Lien		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CSHM LLC		05/31/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Garrison Loan Agency Services LLC		
Street Address:	1350 Avenue of the Americas, 9th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3538249	BETTER ACCESS FOR A BETTER AMERICA	
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.	
Registration Number:	3538248	F	
Registration Number:	3751029	TEXAS SMILES	
Registration Number:	3710878	TEXAS SMILES	
Registration Number:	3684344		
Registration Number:	3684343		

TRADEMARK

Registration Number:	3684342	
Serial Number:	85214341	CSHM CHURCH STREET HEALTH MANAGEMENT
Serial Number:	85257143	STRAIGHT SMILES

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
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NAME OF SUBMITTER:	Stephanie S. Kann
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Signature:	/stephanie s. kann/
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Date:	06/06/2012
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Trademark Security Agreement**"), dated as of May 31, 2012, is entered into between **CSHM LLC**, a Delaware limited liability company (the "**Grantor**"), located at 618 Church Street, Suite 520, Nashville, Tennessee 37219 and **GARRISON LOAN AGENCY SERVICES LLC**, a Delaware limited liability company, as collateral agent (in such capacity, together with any successor or assignee, the "**Second Lien Agent**") located at 1350 Avenue of the Americas, 9th Floor, New York, New York 10019.

PRELIMINARY STATEMENTS

WHEREAS, pursuant to the terms of that certain Second Lien Credit Agreement, dated as of May 31, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among **CSHM LLC**, a Delaware limited liability company (the "**Borrower**"), the Lenders party thereto and the Second Lien Agent, the Lenders have agreed to provide a credit facility to Borrower;

WHEREAS, pursuant to the terms of that certain Security Agreement, dated as of May 31, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Borrower, Grantor and the Second Lien Agent, Grantor granted to Second Lien Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located, to secure the prompt and complete payment and performance of the Obligations; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or Security Agreement.

Section 2. Grant of Security Interest in Trademarks. Grantor hereby grants to the Second Lien Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "**Trademark Collateral**"):

(i) all United States, State and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious

business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, but not limited to, the registrations and applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time),

(ii) the goodwill of the business symbolized thereby,

(iii) all rights corresponding thereto throughout the world,

(iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill,

(v) all licenses, claims, damages, and proceeds of suit arising therefrom, and

(vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof;

provided that the security interest granted under Section 2 hereof shall not attach to, and the term "Trademark Collateral" shall not include any applications for trademark filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), only to the extent that the grant of a security interest therein would result in the abandonment, invalidation or unenforceability of the trademarks matured from such application or rights hereunder and only until evidence of the use of such trademarks in commerce, as defined in 15 U.S.C. Section 1127, is submitted to, and accepted by, the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), following which filing all such applications shall automatically become Trademark Collateral.

Section 3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Second Lien Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Second Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 4. Governing Law. This Trademark Security Agreement shall be governed by the laws of the State of New York without giving effect to any conflict of law principles.

Section 5. Counterparts. This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when

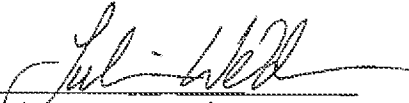
taken together shall constitute a single contract. This Trademark Security Agreement shall become effective when the Second Lien Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Trademark Security Agreement.

Section 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Second Lien Agent hereunder are subject to the provisions of the Intercreditor Agreement dated as of May 31, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among CSHM LLC, GARRISON LOAN AGENCY SERVICES LLC, as First Lien Collateral Agent (as defined therein), and GARRISON LOAN AGENCY SERVICES LLC, as Second Lien Collateral Agent (as defined therein), and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

CSHM LLC,
as Grantor





By: 
Name: Julian Welton
Title: Manager

[Signature Page to Trademark Security Agreement -- Second Lien]

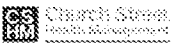
**SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT**

A. REGISTERED TRADEMARKS

Country	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
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	CSHM LLC	Registered
US	FORBA	Serial No. 77/156,357 Reg. No. 3,339,163	Filing Date 4/13/2007 Reg. Date 11/20/2007	CSHM LLC	Registered
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	CSHM LLC	Registered
US		Serial No. 77/399,110 Reg. No. 3,535,270	Filing Date 2/17/2008 Reg. Date 11/18/2008	CSHM LLC	Registered
US	OKLAHOMA SMILES	Serial No. 77/399,111 Reg. No. 3,535,271	Filing Date 2/17/2008 Reg. Date 11/18/2008	CSHM LLC	Registered
US	SMALL SMILES	Serial No. 78/953,016 Reg. No. 3,529,322	Filing Date 8/16/2006 Reg. Date 11/4/2008	CSHM LLC	Registered
US	SMALL SMILES	Serial No. 77/295,429 Reg. No. 3,440,292	Filing Date 10/3/2007 Reg. Date 6/3/2008	CSHM LLC	Registered
US		Serial No. 77/295,476 Reg. no. 3,440,297	Filing Date 10/3/2007 Reg. Date 6/3/2008	CSHM LLC	Registered
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	CSHM LLC	Registered
US		Serial No. 77/295,422 Reg. No. 3,538,248	Filing Date 10/3/2007 Reg. Date 11/25/2008	CSHM LLC	Registered

Country	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
US		Serial No. 77/295,488 Reg. No. 3,751,029	Filing Date 10/3/2007 Reg. Date 2/23/2010	CSHM LLC	Registered
US	TEXAS SMILES	Serial No. 77/295,503 Reg. No. 3,710,878	Filing Date 10/3/2007 Reg. date 11/17/2009	CSHM LLC	Registered
US		Serial No. 77/601,313 Reg. No. 3,684,344	Filing Date 10/27/2008 Reg. Date 9/15/2009	CSHM LLC	Registered
US		Serial No. 77/601,305 Reg. No. 3,684,343	Filing Date 10/27/2008 Reg. Date 9/15/2009	CSHM LLC	Registered
US		Serial No. 77/601,300 Reg. No. 3,684,342	Filing Date 10/27/2008 Reg. Date 9/15/2009	CSHM LLC	Registered

B. TRADEMARK APPLICATIONS

Country	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
US		Serial No. 85/214,341	Filing Date 1/10/2011	CSHM LLC	Allowed
US	STRAIGHT SMILES	Serial No. 85/257,143	Filing Date 3/3/2011	CSHM LLC	Pending/ Opposed

C. U.S. STATE REGISTRATIONS

State	Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Status
TX	WILD SMILES	Reg. No. 801027912	Reg. Date 9/10/2008	CSHM LLC	Registered
TX	WILD SMILES DENTAL CENTERS	Reg. No. 801027917	Reg. Date 9/29/2008	CSHM LLC	Registered