

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
Interdent, Inc.		08/03/2012	CORPORATION: DELAWARE
InterDent Service Corporation		08/03/2012	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Prospect Capital Corporation
Street Address:	10 East 40th Street, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2553126	INTERDENT
Registration Number:	3207351	INTERDENT
Registration Number:	3213556	INTERDENT
Registration Number:	3631232	BLUE OAK
Registration Number:	1214461	GENTLE DENTAL
Registration Number:	3103851	GENTLE DENTAL
Serial Number:	85563387	GENTLE DENTAL & ORTHODONTICS
Serial Number:	85523195	BLUE OAK D E N T A L
Serial Number:	85523201	BLUE OAK D E N T A L

CORRESPONDENCE DATA

Fax Number: 6175269899
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 617-526-9478

Email: dcassinelli@proskauer.com
Correspondent Name: Diane Cassinelli
Address Line 1: One International Place
Address Line 2: c/o Proskauer Rose LLP
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	59297/015
NAME OF SUBMITTER:	Diane Cassinelli
Signature:	/Diane Cassinelli/
Date:	08/03/2012

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as from time to time amended, modified, restated, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is entered into as of August 3, 2012, by INTERDENT, INC., a Delaware corporation ("**Interdent**") and INTERDENT SERVICE CORPORATION, a Washington Corporation ("**Interdent Service**" and together with Interdent, the "**Grantors**" and each individually, a "**Grantor**"), in favor of PROSPECT CAPITAL CORPORATION, in its capacity as agent ("**Agent**") for the benefit of the Purchasers (as hereinafter defined).

RECITALS:

A. Pursuant to that certain Senior Secured Loan Agreement dated as of August 3, 2012, among ID Acquisition Sub, Inc., a Delaware corporation (at all times prior to the Merger, "**Borrower**" and at all times after the Merger, Borrower shall mean Interdent), InterDent Holdings, Inc., a Delaware corporation ("**Holdings**"), InterDent Service Corporation, a Washington corporation ("**Interdent Service**" and together with Holdings, the "**Guarantors**" and each individually a "**Guarantor**"), the purchasers from time to time party thereto (the "**Purchasers**") and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Loan Agreement**"), Purchasers have purchased Notes (as defined in the Loan Agreement) from, and advanced certain loans to, Borrower and Borrower has incurred certain obligations to Purchasers and Agent.

B. The Grantors have executed and delivered to Agent, for the benefit of the Purchasers, a Security Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"), pursuant to which each Grantor has granted a security interest in certain property, including, without limitation, certain of its intellectual property, to the Agent, for the benefit of the Purchasers, to secure the payment and performance of the Obligations and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement, or if not defined therein, in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the ratable benefit of Purchasers, a continuing first priority security interest (subject to the Intercreditor Agreement) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Code) (collectively, the "**Trademark Collateral**"):

(a) all of its trademarks, service marks, trade names, trade styles, trade dress or other indicia of trade origin, and all applications, registrations and recordings relating to any of the foregoing, as may be filed in the United States Patent and Trademark Office, any State of the United States, any political subdivision thereof or in any similar office or agency in any other country or jurisdiction, including, without limitation, each registration and application for registration identified on Schedule 1 attached hereto and made a part hereof (as such schedule may be amended or supplemented from time to time) (collectively, “**Trademarks**”);

(b) all rights of such Grantor in all present and future agreements containing any right or license with respect to such Grantor’s Trademarks or another Person’s Trademarks, whether such Grantor is a licensor or a licensee under any such license agreement, and subject to the rights of any other Person who is the licensor related thereto, including without limitation, the license agreements listed on Schedule 2 attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements (collectively, “**Trademark Licenses**”);

(c) all extensions, renewals, reissues, divisions, continuations and continuations-in-part of any Trademarks or Trademark Licenses;

(d) all goodwill of the business connected with the use of, and symbolized by, each of the items described in clauses (a), (b) and (c); and

(e) all Proceeds (as such term is defined in the Code) of the foregoing.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Lien and security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by each Grantor to Agent, the Purchasers, or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the Lien and security interests granted to Agent, on behalf of itself and for the ratable benefit of Purchasers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Lien and security interest in the Trademark Collateral made and granted hereby are 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.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantors obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt (in any event within 3 Business Days) notice in writing to Agent with respect to any such new Trademark, any renewal or extension of a Trademark registration or any new Trademark License. Without limiting such Grantor’s obligations under this Section 5, each Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule 1 or Schedule

2 to include any such new Trademark or Trademark License; provided, that Agent will provide each Grantor with prior written notice of such modification. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule 1 or Schedule 2 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on the schedules hereto.

6. **TERMINATION**. Upon the payment in full of the Obligations and termination of the Security Agreement, Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Trademark Licenses under this Trademark Security Agreement.

7. **COUNTERPARTS**. Any number of counterparts of this Trademark Security Agreement, including facsimiles or electronic transmissions, may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

[signature page follows]

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

INTERDENT, INC., a Delaware corporation

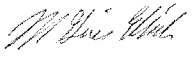
By: John E. Steinbrun
Name: John Steinbrun
Title: President and Chief Executive Officer

INTERDENT SERVICE CORPORATION, a
Washington corporation

By: John E. Steinbrun
Name: John Steinbrun
Title: President and Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION,
as Agent

By: 
Name: Grier Eliasek
Title: President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT AND APPLICATIONS

<i>Registered Owner</i>	<i>Trademark</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Unreleased Security Interests</i>
InterDent, Inc.	INTERDENT	2553126	3/26/02	Collateral Assignment in favor of Keybank National Association filed 01/27/2011 Reel/Frame 4461/0772. To be released at closing.
InterDent, Inc.	INTERDENT (Stylized)	3207351	2/13/07	Collateral Assignment in favor of Keybank National Association, filed 01/27/2011, at Reel/Frame 4461/0772. To be released at closing.
InterDent, Inc.	INTERDENT	3213556	2/27/07	Collateral Assignment in favor of Keybank National Association, filed 01/27/2011, at Reel/Frame 4461/0772. To be released at closing.
InterDent Service Corporation	BLUE OAK	3631232	6/3/09	Collateral Assignment in favor of Keybank National Association, filed 01/27/2011 at Reel/Frame 4461/0795. To be released at closing.
InterDent Service Corporation	GENTLE DENTAL	1214461	10/26/82	Collateral Assignment in favor of Keybank National Association from InterDent Service Corporation filed 01/27/2011 at Reel/Frame 4461/0795. To be released at closing.
InterDent Service Corporation	GENTLE DENTAL	3103851	06/13/2006	Collateral Assignment in favor of Keybank National Association, filed 01/27/2011 at Reel/Frame 4461/0795. To be released at closing.
InterDent Service Corporation	GENTLE DENTAL & ORTHODONTICS	85563387 (Serial No.)	03/07/2012 (Filing Date)	None.

<i>Registered Owner</i>	<i>Trademark</i>	<i>Reg. No.</i>	<i>Reg. Date</i>	<i>Unreleased Security Interests</i>
InterDent Service Corporation	BLUE OAK DENTAL (and Design)	85523195 (Serial No.)	01/23/2012 (Filing Date)	None
InterDent Service Corporation	BLUE OAK DENTAL (and Design)	85523201 (Serial No.)	01/23/2012 (Filing Date)	None

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

None.