

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
JDC Healthcare Management, LLC		10/29/2012	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	115 S. LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85221222	TU SONRISA LO DICE TODO EN JEFFERSON DENTAL CLINICS	
CORRESPONDENCE DATA			
Fax Number:	3128035299		
<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) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4100665		
NAME OF SUBMITTER:	Richard Kalwa		

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Signature:	/richard kalwa/
Date:	10/31/2012
Total Attachments: 4 source=3286645#page1.tif source=3286645#page2.tif source=3286645#page3.tif source=3286645#page4.tif	

## TRADEMARK COLLATERAL AGREEMENT

This 29th day of October, 2012, JDC Healthcare Management, LLC, a Texas limited liability company (“*Debtor*”) with its principal place of business and mailing address at 3030 LBJ Freeway, Suite 1400, Dallas, Texas 75234, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a Canadian chartered bank (“*BMO*”), with its mailing address at 115 S. LaSalle Street, Chicago, Illinois, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successor(s) or assign(s) to BMO acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Obligations of the Debtor as set out in that certain Security Agreement dated as of June 17, 2009 by and among the Debtor, the other parties thereto and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks,

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

JDC HEALTHCARE MANAGEMENT, LLC

By:   
Name: Rebecca Tomlinson  
Title: JDC Healthcare Management, LLC

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By: \_\_\_\_\_  
Name: Andrew Pluta  
Title: Director

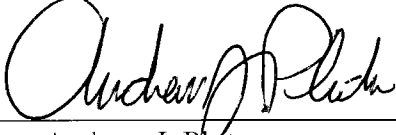
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

JDC HEALTHCARE MANAGEMENT, LLC

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL

By  \_\_\_\_\_  
Name: Andrew J. Pruta  
Title: Director

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS  
FEDERAL TRADEMARK REGISTRATIONS**

MARKS	REG. NO.	GRANTED
TU SONRISA LO DICE TODO EN JEFFERSON DENTAL CLINICS	S/N 85221222	JANUARY 19, 2011