

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Premier Dental Holdings, Inc.		11/01/2012	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Jefferies Finance, LLC
<b>Street Address:</b>	520 Madison Avenue
<b>Internal Address:</b>	Attn: General Counsel
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Serial Number:</b>	85527433	SMILEBEST DENTAL
<b>Serial Number:</b>	85527512	SMILEBEST DENTAL & ORTHODONTICS
<b>Serial Number:</b>	85512734	SMILEBEST DENTAL

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	9177777373
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	212-735-3000
<b>Email:</b>	andrew.patrick@skadden.com
<b>Correspondent Name:</b>	Skadden Arps Slate Meagher & Flom
<b>Address Line 1:</b>	Four Times Square
<b>Address Line 2:</b>	Attn: John Deming, Esq.
<b>Address Line 4:</b>	New York, NEW YORK 10036

<b>ATTORNEY DOCKET NUMBER:</b>	131650/8
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NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	11/12/2012
<b>Total Attachments: 6</b> source=WD_-_PDS_Trademark_Security_Agreement#page1.tif source=WD_-_PDS_Trademark_Security_Agreement#page2.tif source=WD_-_PDS_Trademark_Security_Agreement#page3.tif source=WD_-_PDS_Trademark_Security_Agreement#page4.tif source=WD_-_PDS_Trademark_Security_Agreement#page5.tif source=WD_-_PDS_Trademark_Security_Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT** dated as of November 1, 2012 (this "**Agreement**"), between PREMIER DENTAL HOLDINGS, INC., a Delaware corporation (the "**Grantor**"), located at 530 S. Main Street, 6<sup>th</sup> Floor, Orange, CA 92868, and JEFFERIES FINANCE, LLC ("**Jefferies**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Guarantee and Collateral Agreement (PDS) dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among the Initial Borrower, the PDS Borrower, Parent, the Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Initial Borrower, the PDS Borrower, Western Dental Services, Inc., Parent, the Lenders party thereto and Jefferies, as administrative agent and collateral agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor (other than the Initial Borrower and the PDS Borrower) is an affiliate of the PDS Borrower, will derive substantial benefits from the extensions of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver the Guarantee and Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Guarantee and Collateral Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and

Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby ((a) and (b) collectively, the “**Trademarks**”); and

(c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that, in no event shall the Trademark Collateral include, and Grantor shall not be deemed to assigned, pledged or granted a security interest in, any of such Grantor’s right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of Grantor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Assets.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Further Assurances. Each Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

PREMIER DENTAL HOLDINGS, INC.

By: 

Name: David L. Joe

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement (PDS)]

TRADEMARK  
REEL: 004898 FRAME: 0612

JEFFERIES FINANCE, LLC,  
as Collateral Agent

By: Mikhail Katz  
Name: Mikhail Katz  
Title: Vice President

[Signature Page to Trademark Security Agreement (PDS)]

TRADEMARK  
REEL: 004898 FRAME: 0613



**SCHEDULE I TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations and Applications**

Trademark Registrations

None.

Trademark Applications

<u>Jurisdiction</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Class</u>	<u>Owner</u>
USA	SMILEBEST DENTAL AND DESIGN 	85527433	1/27/2012	44	Premier Dental Holdings, Inc.
USA	SMILEBEST DENTAL & ORTHODONTICS AND DESIGN 	85527512	1/27/2012	44	Premier Dental Holdings, Inc.
USA	SMILEBEST DENTAL	85512734	1/10/2012	44	Premier Dental Holdings, Inc.