

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Affordable Care, Inc.		12/26/2012	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2546707	AFFORDABLE DENTURES	
Registration Number:	2665616	AFFORDABLE DENTURES A GOOD REASON TO SMILE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	332658-52		
NAME OF SUBMITTER:	Oscar Ruiz		
Signature:	/Oscar Ruiz/		

CH \$65.00 2546707

Date:

12/26/2012

Total Attachments: 5

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SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of December 26, 2012 (this "Trademark Security Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Third Amended and Restated Credit Agreement, dated as of December 26, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Parent, Holdings, the other Loan Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers (which Credit Agreement amends and restates, amongst other agreements, the Existing Credit Agreement), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Borrower and Collateral Agent (in its capacity as "Administrative Agent" under the Existing Credit Agreement) are a party to that certain Amended and Restated Trademark Security Agreement dated as of February 25, 2011 (the "Existing Trademark Security Agreement")

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Second Amended and Restated Guaranty and Security Agreement of even date herewith in favor of the Agent (as the same may be amended, restated, supplemented or modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent to amend and restate the Existing Trademark Security Agreement without affecting a novation thereof and otherwise agrees as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof; provided however, that the Trademark Collateral shall not include any property described in part (iv) of the definition of Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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

Very truly yours,

AFFORDABLE CARE, INC.,
as Grantor

By: 
Name: Paul Steelman
Title: Chief Financial Officer and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
as Agent

By: _____

Name: Kevin Blitz

Title: Duly Authorized Signatory

**SCHEDULE 1
TO
TO SECOND AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

Name of Owner	Trademark	Registration #	Registration Date
Affordable Care, Inc.	Affordable Dentures	2,546,707 (U.S.)	3/12/02
Affordable Care, Inc.	Affordable Dentures A Good Reason To Smile	2,665,616 (U.S.)	12/24/02
Affordable Care, Inc.	Dixie Dental Center (Trade Name) ¹	110 - 054 (Alabama)	05/18/06
Affordable Care, Inc.	Affordable Dentures	763,825 (Canada)	4/9/10
Affordable Care, Inc.	Affordable Dentures A Good Reason To Smile	763,574 (Canada)	4/8/10

Trademark Applications

Name of Owner	Trademark	Application #	Application Date
None.			

¹ While the beneficial interest of the trademark was transferred to the Grantor in 2009, the records of the Secretary of State of Alabama still shows the trademark owned by the previous owner. Grantor will make the appropriate filings within 30 days of the Closing Date (or such later date as shall be reasonably acceptable to the Agent).