

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
	CDC Dental Management Co., LLC		02/19/2013
	CDC DPM Holding, LLC		02/19/2013
			Entity Type
			LIMITED LIABILITY COMPANY: DELAWARE
			LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC		
Street Address:	30 South Wacker Drive		
Internal Address:	Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
	Property Type	Number	Word Mark
	Serial Number:	77392262	TOOTH PASTE
	Serial Number:	77391656	KIDS CARE DENTAL GROUP
	Serial Number:	85499221	KIDS CARE DENTAL
CORRESPONDENCE DATA			
Fax Number:	4044435697		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-443-5742		
Email:	lallen@mcguirewoods.com		
Correspondent Name:	Lizzie Garner, Esq.		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	1230 Peachtree Street, N.E., Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30309		

OP \$90.00 77392262

TRADEMARK

ATTORNEY DOCKET NUMBER:	2043774-0015 KIDS CARE
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	02/19/2013
Total Attachments: 6 source=Madison Capital- Kids Care Trademark Security Agreement #page1.tif source=Madison Capital- Kids Care Trademark Security Agreement #page2.tif source=Madison Capital- Kids Care Trademark Security Agreement #page3.tif source=Madison Capital- Kids Care Trademark Security Agreement #page4.tif source=Madison Capital- Kids Care Trademark Security Agreement #page5.tif source=Madison Capital- Kids Care Trademark Security Agreement #page6.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 19, 2013, is made by CDC Dental Management Co., LLC, a Delaware limited liability company (the "Borrower"), CDC DPM Holding, LLC, a Delaware limited liability company ("Holdings", together with Borrower collectively, the "Grantors"), in favor of Madison Capital Funding LLC ("Madison Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for all Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Loan Parties (as defined in the Credit Agreement) from time to time party thereto, the Lenders from time to time party thereto, and the Agent, Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has granted, pursuant to a Guarantee and Collateral Agreement of even date herewith, by and among the Grantors and the other Loan Parties party thereto in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to the Agent a security interest in all of such Grantor's Intellectual Property, other than Excluded Property; and

WHEREAS, each Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant;

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral 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, hereby mortgages, pledges and hypothecates to the Agent for the ratable benefit of Lenders, and grants to the Agent for the ratable benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, provided that the Trademark Collateral shall not include the Excluded Property (the "Trademark Collateral"):

(a) all of its Trademarks and all licenses providing for the grant by or to such Grantor of any right to use 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.

Section 3. Guarantee and Collateral 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 Guarantee and Collateral Agreement and such Grantor and the Agent hereby acknowledge and agree 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 Guarantee and Collateral 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 actions reasonably deemed appropriate by such Grantor in connection with its Trademark Collateral.

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

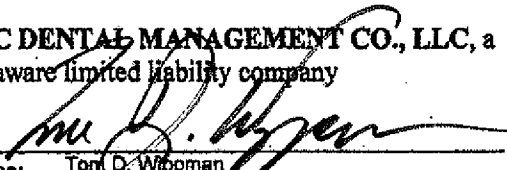
Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[SIGNATURE PAGES FOLLOW]

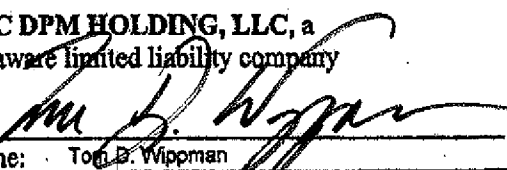
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CDC DENTAL MANAGEMENT CO., LLC, a
Delaware limited liability company

By: 
Name: Tom D. Wippman
Title: Assistant Secretary

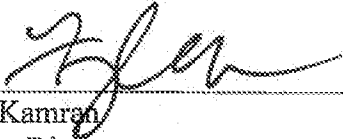
CDC DPM HOLDING, LLC, a
Delaware limited liability company

By: 
Name: Tom D. Wippman
Title: Assistant Secretary

CDC DENTAL MANAGEMENT CO., LLC
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

ACCEPTED AND AGREED
as of the date first above written:

MADISON CAPITAL FUNDING LLC,
as the Agent

By: 
Name: Faraaz Kamran
Title: Managing Director

ACKNOWLEDGMENT OF GRANTORS

State of ILLINOIS)
County of COOK)

ss.

On this 19th day of February 2013 before me personally appeared Tom D. Wippma proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CDC Dental Management Co., LLC and, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its member and that he acknowledged said instrument to be the free act and deed of said limited liability company.

"OFFICIAL SEAL"
SUSAN KREITMAN
Notary Public, State of Illinois
My Commission Expires 07/31/2014

Susan Kreitman
Notary Public

State of ILLINOIS)
County of COOK)

ss.

On this 19th day of February 2013 before me personally appeared Tom D. Wippma proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CDC DPM Holding, LLC and, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its board of directors and that he acknowledged said instrument to be the free act and deed of said limited liability company.

"OFFICIAL SEAL"
SUSAN KREITMAN
Notary Public, State of Illinois
My Commission Expires 07/31/2014

Susan Kreitman
Notary Public

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

Grantor	Description	Trademark Registration Number	Date of Registration
CDC Management Co., LLC	77392262	602526	September 16, 2008
CDC Management Co., LLC	77391656	459894	July 1, 2008

2. TRADEMARK APPLICATIONS

Grantor	Description	Trademark Registration Number	Date of Registration
CDC Management Co., LLC	85499221	Registration Pending	Registration Pending

3. TRADEMARK LICENSES

None.