

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------------|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Supplemental Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Aspen Dental Management, Inc. | | 05/08/2013 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | UBS AG, Stamford Branch | | |
| Street Address: | 677 Washington Boulevard | | |
| City: | Stamford | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06901 | | |
| Entity Type: | Bank: SWITZERLAND | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4221549 | ASPENDENTAL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9177777373 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 212-735-3000 | | |
| Email: | andrew.patrick@skadden.com | | |
| Correspondent Name: | Skadden Arps Slate Meagher & Flom LLP | | |
| Address Line 1: | Four Times Square | | |
| Address Line 2: | Attn: Greg Palumbo | | |
| Address Line 4: | New York, NEW YORK 10036 | | |
| ATTORNEY DOCKET NUMBER: | 698510/224 | | |
| NAME OF SUBMITTER: | Gregory T. Palumbo | | |
| Signature: | /Gregory T. Palumbo/ | | |

CH \$40.00 4221549

Date:

05/09/2013

Total Attachments: 5

source=AspenDental Supplemental TSA#page1.tif

source=AspenDental Supplemental TSA#page2.tif

source=AspenDental Supplemental TSA#page3.tif

source=AspenDental Supplemental TSA#page4.tif

source=AspenDental Supplemental TSA#page5.tif

Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of May 8, 2013, by Aspen Dental Management, Inc., a Delaware corporation, located at 281 Sanders Creek Parkway E. Syracuse, NY 13057 (“Pledgor”), in favor of UBS AG, STAMFORD BRANCH, located at 677 Washington Boulevard, Stamford, CT 06901 in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, Pledgor is a party to a Security Agreement dated as of October 6, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent pursuant to which Pledgor is required to execute and deliver this Supplemental Trademark Security Agreement; and

WHEREAS, Pledgor is a party to a Trademark Security Agreement dated as of October 6, 2010, which Pledgor executed and delivered pursuant to the Security Agreement and since the execution of such Trademark Security Agreement, Pledgor has acquired the trademarks set forth on Schedule 1 hereto (the “New Trademarks”) and Pledgor and the Collateral Agent desire to document Collateral Security Agent’s security interest therein in a recordable form.

NOW, THEREFORE, in consideration of the premises, Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2.1. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of the Secured Obligations, Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of Pledgor (the “Trademark Collateral”):

(a) the New Trademarks, together with any and all (i) Goodwill associated therewith, and all rights and privileges arising under applicable law with respect to the foregoing and Pledgor’s use thereof, (ii) reissues, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof; and

(b) all Proceeds and products of any and all of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to Pledgor from time to time with respect to any of the foregoing.

Notwithstanding anything to the contrary contained herein, the security interest created by this Supplemental Trademark Security Agreement shall not extend to, and the term "Trademark Collateral" shall not include, any Excluded Property.

SECTION 2.2. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, or the security interest granted under Section 2.1 hereof attach to, any intent-to-use trademark application pending in the United States Patent and Trademark Office prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent and only for so long as the granting by Pledgor of a security interest therein would result in the loss by Pledgor of any material rights therein, or impair the validity or enforceability of any registration that issues therefrom under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Supplemental Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Supplemental Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the lien and security interest in the Trademark Collateral under this Supplemental Trademark Security Agreement.

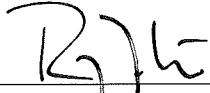
SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Supplemental Trademark Security Agreement by telecopier or other electronic transmission (e.g., a "pdf" or "tif" document) shall be effective as delivery of a manually executed counterpart of this Supplemental Trademark Security Agreement.

SECTION 6. Choice of Law. This Supplemental Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Supplemental Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]


IN WITNESS WHEREOF, Pledgor has caused this Supplemental Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

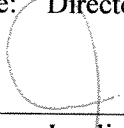
ASPEN DENTAL MANAGEMENT, INC.

By:  _____
Name: **Robert A. Fontana**
Title: **Chief Executive Officer**

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Lana Gifas
Title: Director

By: 
Name: Joselin Fernandes
Title: Associate Director

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| <u>OWNER</u> | <u>REGISTRATION NUMBER</u> | <u>MARK</u> | <u>STATUS</u> | <u>REGISTRATION DATE</u> |
|-------------------------------------|--------------------------------|-------------|---------------|------------------------------|
| Aspen Dental Management, Inc. | 4,221,549 | ASPENDENTAL | Registered | 09-Oct-2012 |