

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Dental Services, Inc.		02/04/2014	CORPORATION: CALIFORNIA

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

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Registration Number:	1834111	DR. BEAUCHAMP
Registration Number:	2059323	WD
Registration Number:	1741665	WESTERN
Registration Number:	1647111	WESTERN
Registration Number:	3296197	WD WESTERN DENTAL
Registration Number:	3296198	WD WESTERN DENTAL
Registration Number:	3296194	WESTERN DENTAL CENTERS

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

CH \$190.00 1834111

Address Line 1: Four Times Square
Address Line 2: Attn: Adam Greenberg, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 131650/8

NAME OF SUBMITTER: Adam Greenberg

Signature: /Adam Greenberg/

Date: 02/05/2014

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of February 4, 2014 (this "**Agreement**"), among WESTERN DENTAL SERVICES, INC., a California corporation (the "**Grantor**" or the "**WDS Borrower**"), located at 530 S. Main Street, 6th 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 (WDS) dated as of November 1, 2012 (as amended, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), among the WDS Borrower, the Grantors from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of November 1, 2012 (as amended, restated, supplemented or otherwise modified from time to time, including pursuant to the Amendment Agreement dated as of the date hereof among Premier Dental Services Inc., a Delaware corporation ("**PDS Borrower**"), the WDS Borrower, PDS Holdco, Inc. ("**Parent**"), the subsidiaries of Parent party thereto, the Lenders party thereto and Jefferies, as administrative agent and Collateral Agent (the "**Amendment Agreement**"), among the PDS Borrower, the WDS Borrower, Parent, the Lenders party thereto and Jefferies, as administrative agent and Collateral Agent (the "**Credit Agreement**"). The Lenders have agreed to extend credit to the WDS Borrower 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. Pursuant to the Amendment 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, the 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 the Grantor or in which the 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 have assigned, pledged or granted a security interest in, any of the 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 the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The 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. The 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. The 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.

Western Dental Services, Inc.,
as Grantor


By: 
Name: David L. Joe
Title: Chief Financial Officer and Chief Credit Officer

[Signature Page to Trademark Security Agreement (WDS)]

TRADEMARK
REEL: 005209 FRAME: 0796

Acknowledged and Agreed by:

JEFFERIES FINANCE, LLC

By: 
Name: J. Paul McDonnell
Title: Managing Director

[Signature Page to Trademark Security Agreement (WDS)]


TRADEMARK
REEL: 005209 FRAME: 0797

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

Trademark Registrations

<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Registration Date</u>	<u>Owner</u>
USA	DR. BEAUCHAMP	1834111	74366104	3/5/1993	5/3/1994	Western Dental Services, Inc.
USA	WD LOGO AND DESIGN 	2059323	75114758	6/5/1996	5/6/1997	Western Dental Services, Inc.
USA	WESTERN	1741665	74143829	3/4/1991	12/22/1992	Western Dental Services, Inc.
USA	WESTERN	1647111	74067872	6/11/1990	6/4/1991	Western Dental Services, Inc.
USA	WD WESTERN DENTAL AND DESIGN 	3296197	76671834	1/25/2007	9/25/2007	Western Dental Services, Inc.
USA	WD WESTERN DENTAL AND DESIGN 	3296198	76671835	1/25/2007	9/25/2007	Western Dental Services, Inc.

USA	WESTERN DENTAL CENTERS AND DESIGN 	3296194	76671821	1/25/2007	9/25/207	Western Dental Services, Inc.
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Trademark Applications

<u>Jurisdiction</u>	<u>Mark</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Owner</u>
CALIFORNIA	SMILE, YOU'VE GOT WESTERN DENTAL	66550	6/16/2010	Western Dental Services, Inc.
CALIFORNIA	SMILE, YOU'VE GOT WESTERN DENTAL	52945	2/28/2000	Western Dental Services, Inc.
CALIFORNIA	WESTERN	31560	1/4/1988	Western Dental Services, Inc.