

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM311896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Refresh Dental Management, LLC		07/24/2014	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	Pacific Western Bank		
Street Address:	5404 Wisconsin Avenue		
Internal Address:	Second Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	Agent: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	85976276	REFRESH DENTAL	
Serial Number:	85976288	REFRESH DENTAL	
Serial Number:	85100031		
Serial Number:	77716886	CD	
Serial Number:	77716877	HEALTHIER TEETH, HAPPIER YOU	
Serial Number:	77691997	CORNER DENTAL	
Serial Number:	86297453	NORTH AMERICAN DENTAL GROUP	
Serial Number:	85509015	CORNER DENTAL CONNECT	
CORRESPONDENCE DATA			
Fax Number:	7037125050		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	703-712-5352		
Email:	jmiller@mcguirewoods.com		
Correspondent Name:	Joyce Miller		
Address Line 1:	1750 Tysons Blvd.		
Address Line 2:	Suite 1800		
Address Line 4:	Tysons Corner, VIRGINIA 22102		

OP \$215.00 85976276

ATTORNEY DOCKET NUMBER:	2064420-0006
NAME OF SUBMITTER:	Joyce Miller
SIGNATURE:	/Joyce Miller/
DATE SIGNED:	07/25/2014

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 24, 2014, is made by Refresh Dental Management, LLC, an Ohio limited liability company (the "Grantor"), in favor of Pacific Western Bank, as agent (in such capacity, together with its successors and permitted assigns, "Agent", as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 24, 2014 (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified and in effect, the "Credit Agreement"), by and among the Grantor, the other Credit Parties party thereto, Agent, Pacific Western Bank, as Lead Arranger, Syndication Agent and Documentation Agent, and the Lenders from time to time parties thereto, the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to a Security Agreement of even date herewith in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

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

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

Section 2. Grant of Security Interest in Trademark Collateral. The 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 Agent for the benefit of the Lender Parties, and grants to Agent for the benefit of the Lender Parties, a Lien on all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks included in the Collateral, including, without limitation, those referred to on Schedule I 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. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

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

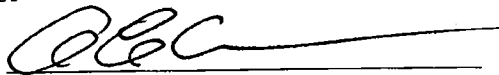
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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,

**REFRESH DENTAL MANAGEMENT, LLC, as
Grantor**

By: 
Name: Kenneth L. Cooper
Title: President and Chief Executive Officer

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 005330 FRAME: 0039**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

1. REGISTERED TRADEMARKS

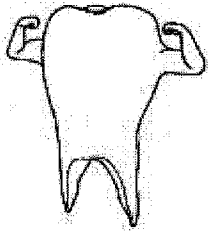
- a) Serial No. 85976276; Registration No. 4129906; Registration Date: April 17, 2012; International Class 044; Services: "Dentist services".

The logo for Refresh Dental features the word "Refresh" in a bold, italicized sans-serif font, followed by "Dental" in a similar font. A curved line arches over the word "Refresh".

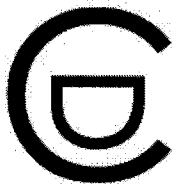
- b) Serial No.85976288; Registration No. 4129908; Registration Date: August 17, 2012; International Class 044; Services: "Dentist services".

REFRESH DENTAL

- c) Serial No.85100031; Registration No. 3940637; Registration Date: August 5, 2011; Services: "Dentist services".



- d) Serial No. 77716886; Registration No. 3738125; Registration Date: January 12, 2010; Services: "Dentist services".



- e) Serial No. 77716877; Registration No. 3735249; Registration Date: January 5, 2010; Services: "Dentist Services".

HEALTHIER TEETH, HAPPIER YOU

- f) Serial No. 77691997; Registration No. 3735219; Registration Date: January 5, 2010, Services: "Dentist Services".

CORNER DENTAL

2. TRADEMARK APPLICATIONS

- a) Serial No. 86297453, Filed: June 2, 2014, Status: Pending; Services: "Dental practice management for others".



- b) Serial No. 85509015; Filing Date: January 5, 2012; Status Pending; Services: "Patient membership club services providing discounts to members on dentist services".

CORNER DENTAL CONNECT