TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332881

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hero DVO, LLC		02/06/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	LBC Credit Partners III, L.P., as Agent
Street Address:	Cira Centre, 2929 Arch St, Ste. 1550
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3895830	ADVENTURE DENTAL AND VISION
Registration Number:	3756426	ADVENTURE DENTAL

CORRESPONDENCE DATA

Fax Number: 3128637806

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.

Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher, Paralegal
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.074
NAME OF SUBMITTER:	Nancy Brougher
SIGNATURE:	/njb/
DATE SIGNED:	02/23/2015

Total Attachments: 5
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This agreement and the rights and obligations evidenced hereby and any security interests created pursuant hereto are subordinate in the manner and to the extent set forth in that certain Subordination and Intercreditor Agreement (the "Subordination Agreement") of even date herewith, among (i) LBC Credit Partners III, L.P., as "Subordinated Agent" and as a "Subordinated Lender", (ii) the other Subordinated Lenders party thereto, (iii) Hero DVO, LLC ("Borrower"), (iv) the other "Loan Parties" in addition to the Borrower party thereto, and (v) Madison Capital Funding LLC ("Agent"), to the indebtedness (including interest) owed by the Borrower and the other Loan Parties pursuant to the Senior Debt Documents (as defined in the Subordination Agreement), as such Senior Debt Documents have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time and to indebtedness refinancing the indebtedness under the Senior Debt Documents as contemplated by the Subordination Agreement; and each holder of this agreement, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 6, 2015, by HERO DVO, LLC, a Delaware limited liability company ("Grantor"), in favor of LBC CREDIT PARTNERS III, L.P., in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Subordinated Credit Agreement dated as of even date herewith by and among Grantor, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make a Term Loan for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

(a) all of its registered Trademarks set forth on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(d) subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. THIS TRADEMARK SECURITY AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[signature page follows]

IN WITNESS WHEREOF, 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.

HERO DVO, LLC

By: _____

Name: JEFFREY MANN

Title: MANAGER

ACCEPTED AND ACKNOWLEDGED BY:

LBC CREDIT PARTNERS III, L.P.,
as Agent

By: _____
Name: David E. Fraimow
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Grantor	Serial No.	Registration No.	U.S. Federal Trademark	Registrant[1]	Registration Date
Hero DVO, LLC	77274581	3895830	ADVENTURE DENTAL AND VISION	HERO MANAGEMENT, LLC	December 28, 2010
Hero DVO, LLC	77175297	3756426	ADVENTURE DENTAL	HERO MANAGEMENT, LLC	March 9, 2010

[1] To be assigned and registered to Hero DVO, LLC, in connection with the Closing Date Acquisition.