

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM359939

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Affordable Care, Inc.		10/22/2015	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Collateral Agent		
Street Address:	60 Wall Street, 16th Floor, Trust and Agency Services		
Internal Address:	Mail Stop: NYC601630		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking corporation: NEW YORK		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4665780	AFFORDABLE DENTURES	
Registration Number:	4658497	1-800-DENTURE	
Registration Number:	4677385	NEW DENTURE WEARER PACKAGE	
Registration Number:	4665776	AFFORDABLE DENTURES AND CROWNS	
Registration Number:	4665777	AFFORDABLE DENTURE MOMENTS	
Registration Number:	4718890	AFFORDABLE IMPLANTS	
Serial Number:	86317422	AFFORDABLE DENTURES & IMPLANTS	
Registration Number:	2546707	AFFORDABLE DENTURES	
Registration Number:	2665616	AFFORDABLE DENTURES A GOOD REASON TO SMI	
Serial Number:	86361301	AFTER 5 URGENT DENTAL	
Serial Number:	86411810	AFFORDABLE DENTURES	
Registration Number:	4672315	AFFORDABLE IMPLANTS	
Serial Number:	86599432	1-866-4SONRISA	
Serial Number:	86653381	TU SONRISA DE CONFLANZA	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	59975/010
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	10/26/2015

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of dated as of October 22, 2015, by Affordable Care, Inc., a North Carolina corporation (the “**Grantor**”), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (as defined in the Second Lien Security Agreement, defined below) (in such capacity, the “**Collateral Agent**”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a Second Lien Security Agreement dated as of October 22, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Second Lien Security Agreement**”) in favor of the Collateral Agent, for the benefit of the Secured Parties, 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor 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 of the Collateral (excluding any Excluded Assets) of the Grantor, including without limitation, the Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The Second Lien Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Second Lien Security Agreement and the Grantor 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 and thereby are more fully set forth in the Second Lien Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Second Lien Security Agreement, the provisions of the Second Lien Security Agreement shall control unless the Collateral Agent, acting at the direction of the Secured Parties, shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Second Lien Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

AFFORDABLE CARE, INC.

By: Paul Steelman
Name: Paul Steelman
Title: Chief Financial Officer

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as Collateral Agent

By: Deutsche Bank National Trust Company

By: 


Name: ROBERT S. PESCHLER
Title: VICE PRESIDENT

By: 

Name:
Title: **Wanda Camacho**
Vice President

**Schedule I
Trademark Registrations and Use Applications**

Registrations and Applications:

Owner	Mark/Name	Appl. No.	Filing Date	Reg. Date	Reg. No.
Affordable Care, Inc.	AFFORDABLE DENTURES and DESIGN 	86/109,506	11/4/2013	1/6/2015	4,665,780
Affordable Care, Inc.	1-800-DENTURE	86/109,151	11/4/2013	12/23/2014	4,658,497
Affordable Care, Inc.	NEW DENTURE WEARER PACKAGE	86/109,166	11/4/2013	1/27/2015	4,677,385
Affordable Care, Inc.	AFFORDABLE DENTURES AND CROWNS	86/109,183	11/4/2013	1/6/2015	4,665,776
Affordable Care, Inc.	AFFORDABLE DENTURE MOMENTS	86/109,205	11/4/2013	1/6/2015	4,665,777
Affordable Care, Inc.	AFFORDABLE IMPLANTS	86/089,636	10/11/2013	4/14/2015	4,718,890
Affordable Care, Inc.	AFFORDABLE DENTURES & IMPLANTS	86/317,422	6/23/2014	Pending	Pending
Affordable Care, Inc.	AFFORDABLE DENTURES	76/168,599	11/20/2000	3/12/2002	2,546,707
Affordable Care, Inc.	AFFORDABLE DENTURES A GOOD REASON TO SMILE	76/255,939	35/11/2001	12/24/2002	2,665,616
Affordable Care, Inc.	AFTER 5 URGENT DENTAL	86/361,301	8/8/2014	Pending	Pending
Affordable Care, Inc.	AFFORDABLE DENTURES	86/411,810	10/1/2014	Pending	Pending
Affordable Care, Inc.	AFFORDABLE IMPLANTS	85/856,445	2/21/2013	1/13/2015	4,672,315
Affordable Care, Inc.	1-866-4-SONRISA	86/599,432	4/16/2015	Pending	Pending
Affordable Care, Inc.	TU SONRISA DE CONFLANZA	86/653,381	6/5/2015	Pending	Pending
Affordable Care, Inc.	DIXIE DENTAL CENTER (Alabama State Registration)	N/A	N/A	5/18/2006	110054