

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM359650

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement, First Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Affordable Care, Inc.		10/22/2015	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

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

CH \$365.00 4665780

CORRESPONDENCE DATA

Fax Number:

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.

Email:	iprecordations@whitecase.com
Correspondent Name:	Jinelle Park/White & Case LLP
Address Line 1:	1155 Avenue of the Americas
Address Line 4:	New York, NEW YORK, 10036
ATTORNEY DOCKET NUMBER:	X130
NAME OF SUBMITTER:	Jinelle Park
SIGNATURE:	/Jinelle Park/
DATE SIGNED:	10/22/2015
Total Attachments: 4	
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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 JEFFERIES FINANCE LLC, a Delaware limited liability company with offices at 520 Madison Avenue, New York, NY 10022, in its capacity as administrative agent pursuant to the First Lien Credit Agreement (as defined in the First Lien Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

WITNESSETH:

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative 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 First Lien Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the First Lien Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the First 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 First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control unless the Administrative Agent shall otherwise determine.

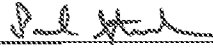
SECTION 4. Termination. Upon the termination of the First Lien Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable 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.

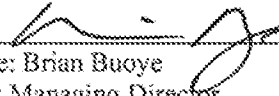
[Signature pages follow]

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: 
Name: Paul Steelman
Title: Chief Financial Officer

JEFFERIES FINANCE LLC,
as Administrative Agent

By: 
Name: Brian Buoye
Title: Managing Director

[Signature Page to Affordable Care (Apollonia) First Lien Trademark Security Agreement (2015)]

TRADEMARK
REEL: 005654 FRAME: 0314

Schedule I
Trademark Registrations and Use 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