

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM373138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Towncare Dental Partnership, LLC		07/02/2015	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	GCI Capital Markets LLC, as Agent		
Street Address:	666 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3489150	TOWNCARE	
Registration Number:	3663541	TOWNCARE DENTAL	
Registration Number:	3865341	ORTHOEZ FINANCING	
Registration Number:	4271595	SHARE THE SMILES	
Registration Number:	4271592	SHARE THE SMILES	
Serial Number:	76651239	TOWNCARE DENTALCARE CARD	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic C/O Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	337968-181		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	02/12/2016		

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2015, is made by Towncare Dental Partnership, LLC, a Florida limited liability company ("Grantor"), in favor of GCI CAPITAL MARKETS LLC ("Golub"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 2, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among DCA MERGER SUB LLC, a Delaware limited liability company ("Initial Borrower"; together with its successors and assigns, including DCA Investment Holding LLC, a Delaware limited liability company, from and after the consummation of the Initial Closing Date Merger, the "Borrower"), the other Persons that are designated as Credit Parties thereto, the Lenders and the L/C Issuers from time to time party thereto and Golub, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower and the other signatories party thereto as a "Grantor" have agreed, pursuant to a Guaranty and Security Agreement dated as of July 2, 2015 in favor of the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and 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, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

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

Section 2. Grant of Security Interest in Trademark Collateral. 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 of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of

the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) the trademark and service mark registrations and applications set forth on Schedule 1 hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications that are Excluded Property);

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; 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.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder in any Excluded Property.

Section 3. Guaranty and 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 pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provisions of this Security Agreement are deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern in all respects. Upon termination of the Guaranty and Security Agreement, the Administrative Agent's security interests in the Trademark Collateral shall automatically terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Trademark Collateral acquired under this Security Agreement.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of this Security Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.


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 PAGES FOLLOW]

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.

Very truly yours,

TOWNCARE DENTAL PARTNERSHIP, LLC, as
Grantor

By: 

Name: David P. Nichols

Title: Chief Financial Officer, Secretary and
Treasurer

ACCEPTED AND AGREED
as of the date first above written:

GCI CAPITAL MARKETS LLC,
as Administrative Agent

By: _____

A handwritten signature in black ink, appearing to be "Derek", written over a horizontal line.

Name:

Title:

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Name of Owner	Trademark	Application #	Registration #	Registration Date
Towncare Dental Partnership, LLC	Towncare	N/A	3,489,150	August 19, 2008
Towncare Dental Partnership, LLC	Towncare Dental	N/A	3,663,541	August 4, 2009
Towncare Dental Partnership, LLC	Towncare Dentalcare Card	76651239	N/A	N/A
Towncare Dental Partnership, Inc.	Orthoez Financing	N/A	3,865,341	October 19, 2010
Towncare Dental Partnership, LLC	Share the Smiles	N/A	4,271,595	January 8, 2013
Towncare Dental Partnership, LLC	Share the Smile Logo	N/A	4,271,592	January 8, 2013

2. TRADEMARK APPLICATIONS

None.