

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Affordable Care, LLC		07/26/2016	Limited Liability Company: 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: 4			
Property Type	Number	Word Mark	
Serial Number:	87055297	AFFORDABLE DENTURES & IMPLANTS	
Serial Number:	87083373	IT'S YOUR PROFESSION. OWN IT.	
Serial Number:	87083389	TECHNICIAN FOUNDED. TECHNICIAN MANAGED.	
Serial Number:	87024928	ULTIMATE DENTURE	
CORRESPONDENCE DATA			
Fax Number:	2134522329		
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case		
Address Line 1:	555 South Flower Street, 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1155735-0144-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	07/27/2016		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Trademark Security Agreement, dated as of July 26 2016, by Affordable Care, LLC, a North Carolina limited liability company (the “**Grantor**”), in favor of JEFFERIES FINANCE LLC, a Delaware limited liability company with offices at 520 Madison Avenue, New York, New York 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 pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement Supplement;

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 Additional Trademark Collateral. Each 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 such Grantor, including without limitation, the Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The First Lien Security Agreement. The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the First Lien Security Agreement and 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 Supplement 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.

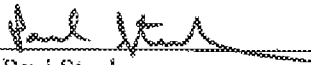
SECTION 4. Termination. Upon the termination of the First Lien Security Agreement in accordance with Section 6.11 thereof with respect to any Grantor, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable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

SECTION 5. Counterparts. This Trademark Security Agreement Supplement 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 Supplement by signing and delivering one or more counterparts.

[SIGNATURE PAGES FOLLOW]

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


AFFORDABLE CARE, LLC,
as Grantor

By: 
Name: Paul Steelman
Title: Chief Financial Officer

{Signature Page to First Lien Trademark Security Agreement Supplement}

JEFFERIES FINANCE LLC,
as Administrative Agent

By: _____


Name: J Paul McDonnell
Title: Managing Director

[Signature Page to First Lien Trademark Security Agreement Supplement]

TRADEMARK
REEL: 005840 FRAME: 0310

Schedule I
Trademark Registrations and Use Applications

Owner	Mark/Name	Appl. No.	Filing Date	Reg. Date	Reg. No.
Affordable Care, LLC.	AFFORDABLE DENTURES & IMPLANTS	87055297	5/31/2016	N/A	N/A
Affordable Care, LLC.	IT'S YOUR PROFESSION. OWN IT.	87083373	6/24/2016	N/A	N/A
Affordable Care, LLC.	TECHNICIAN FOUNDED. TECHNICIAN MANAGED.	87083389	6/24/2016	N/A	N/A
Affordable Care, LLC.	ULTIMATE DENTURE	87024928	5/4/2016	N/A	N/A