

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399397

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Affordable Care, LLC		07/26/2016	Limited Liability Company: 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: 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:	6175269899		
<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:	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:	09/22/2016		

CH \$115.00 87055297

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Trademark Security Agreement Supplement, dated as of July 26 2016, by Affordable Care, LLC, a North Carolina limited liability company (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 Supplement;

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

SECTION 3. The Second 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 Collateral Agent, for the benefit of the Secured Parties, pursuant to the Second Lien Security Agreement and 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 Supplement 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 any Grantor, the Collateral 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: _____



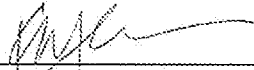

Name: Paul Steelman

Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement Supplement]

TRADEMARK
REEL: 005881 FRAME: 0213

**DEUTSCHE BANK TRUST COMPANY
AMERICAS,**
as Collateral Agent

By:  
Name: Kathleen Gannaway
Title: Vice President
NIGEL W. LUKE
VICE PRESIDENT

[Signature Page to Second Lien Trademark Security Agreement Supplement]

**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