

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ORTHODONTIC DESIGN & PRODUCTION, INC.		08/16/2012	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLUB CAPITAL LLC (f/k/a Golub Capital Management LLC), as Administrative Agent		
<b>Street Address:</b>	551 Madison Avenue, 6th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3861922	AGILITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-863-7198		
<b>Email:</b>	nancy.brougher@goldbergekohn.com		
<b>Correspondent Name:</b>	Nancy Brougher		
<b>Address Line 1:</b>	Goldberg Kohn Ltd.		
<b>Address Line 2:</b>	55 East Monroe Street, Suite 3300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>ATTORNEY DOCKET NUMBER:</b>	6483.017		
<b>NAME OF SUBMITTER:</b>	Nancy Brougher		
<b>Signature:</b>	/njb/		

OP \$40.00 3861922

Date:

08/16/2012

**Total Attachments: 5**

source=ODP Trademark Security Agreement#page1.tif

source=ODP Trademark Security Agreement#page2.tif

source=ODP Trademark Security Agreement#page3.tif

source=ODP Trademark Security Agreement#page4.tif

source=ODP Trademark Security Agreement#page5.tif

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of August 16, 2012, by and between ORTHODONTIC DESIGN & PRODUCTION, INC., a California corporation ("Grantor"), in favor of GOLUB CAPITAL LLC (f/k/a Golub Capital Management LLC), in its capacity as Administrative Agent for certain secured parties ("Administrative Agent"). Grantor will not be a party hereto until the consummation of the Orthodontic Acquisition and Orthodontic Merger (as defined in the Credit Agreement, as defined below) and upon such consummation, Grantor will become a party hereto without the taking of any further action.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated December 10, 2010, as amended by that certain Consent, Joinder and First Amendment to Credit Agreement dated as of the date hereof, by and among G & H Wire Company, Inc., the other Loan Parties party thereto, Administrative Agent, and the Persons signatory thereto from time to time as Lenders (as amended and as from time to time further amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make Loans to Grantor;

WHEREAS, pursuant to that certain Security Agreement dated December 10, 2010 by and among G & H Wire Company, Inc., the other grantors party thereto and Administrative Agent, as amended by that certain Joinder Agreement to Security Agreement, dated as of the date hereof, by and between Grantor and Administrative Agent (as further amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), as security for all Obligations, Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, lien on, and right of set-off against all Trademarks of Grantor (subject to the limitation contained herein), whether now owned or existing or hereafter acquired or arising; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) Grantor hereby grants to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and lien upon, all of Grantor's presently existing or hereafter acquired right, title and interest in and to the Trademarks, including, without limitation, the registered Trademarks and applications set forth on Schedule A hereto, and all proceeds and products thereof (collectively, the "Trademark Collateral").

(b) Notwithstanding the foregoing, the Trademark Collateral shall not include any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent & Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use Trademark application shall be considered Trademark Collateral.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Administrative Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

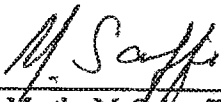
4. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. The terms of Sections 6.15 ("Termination") and 6.16 ("Release of Portions of Collateral") of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

*[Signature Pages Follow]*


IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ORTHODONTIC DESIGN & PRODUCTION,  
INC.

By:   
Name: Martha M. Sotaraffo  
Title: Vice President and Secretary

ACCEPTED AND ACKNOWLEDGED BY:

GOLUB CAPITAL LLC (f/k/a Golub Capital  
Management LLC),  
as Administrative Agent

By:   
Name: Andrew H. Steuerman  
Title: Senior Managing Director

Schedule A

Trademarks

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE
Agility	77837988	Registered	3861922	10/12/10