

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Northwestern Management Services, LLC		10/05/2012	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Golub Capital, LLC, as Agent		
Street Address:	150 South Wacker Drive		
Internal Address:	8th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3491274	IDEAL DENTAL CARE	
CORRESPONDENCE DATA			
Fax Number:	3126984556		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312.641.2096		
Email:	cstallbaumer@mcguirewoods.com		
Correspondent Name:	Clayton J. Stallbaumer, McGuireWoods LLP		
Address Line 1:	77 West Wacker Drive		
Address Line 2:	Suite 4100		
Address Line 4:	Chicago, ILLINOIS 60601-1818		
NAME OF SUBMITTER:	Clayton Stallbaumer		
Signature:	/CS/		

OP \$40.00 3491274

Date:

10/05/2012

Total Attachments: 5

source=Gentle Dental - Trademark Security Agreement (signed)#page1.tif

source=Gentle Dental - Trademark Security Agreement (signed)#page2.tif

source=Gentle Dental - Trademark Security Agreement (signed)#page3.tif

source=Gentle Dental - Trademark Security Agreement (signed)#page4.tif

source=Gentle Dental - Trademark Security Agreement (signed)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 5, 2012, by NORTHWESTERN MANAGEMENT SERVICES, LLC, a Florida limited liability company (the "Grantor"), in favor of GOLUB CAPITAL LLC, a Delaware limited liability company, as Administrative Agent (the "Administrative Agent").

This Agreement refers to (a) a Credit Agreement dated as of October 5, 2012, entered into among Grantor, as a Borrower, the other Loan Parties party thereto, the financial institutions who are or become parties thereto as Lenders, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain extensions of credit to Borrowers; and (b) a Security Agreement dated as of October 5, 2012, entered into among Grantor, as a "Grantor" thereunder, the other Persons who are or become parties thereto as "Grantors" thereunder, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Security Agreement, as applicable.

Pursuant to the terms of the Credit Agreement and the Security Agreement, the Obligations of Borrowers under the Credit Agreement are secured.

Pursuant to the Security Agreement, Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Security Agreement, Grantor does hereby grant to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith (though excluding any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark office);


- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 hereto, together with all goodwill associated therewith (but in each case only to the extent permitted by terms of the applicable license, and provided the grant of a security interest in such license would not result in the loss of rights or a create a default thereunder); and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 hereto (items (1) through (3) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement and subject to limitations set forth therein and in the Credit 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 Credit Agreement and in the Security Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

**NORTHWESTERN MANAGEMENT
SERVICES, LLC**

By: 
Name: Michael Watts
Title: Vice President and Secretary

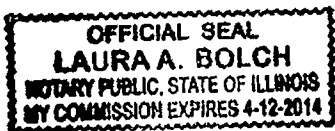
Signature page to Trademark Security Agreement

**TRADEMARK
REEL: 004875 FRAME: 0417**

STATE OF IL)
) ss:
COUNTY OF Cook)

On this 3 day of October, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity

(SEAL)



Laura A. Bolch
Notary
My Commission Expires: 4/12/2014

SCHEDULE 1

TRADEMARK COLLATERAL

Trademarks, Trademark Applications, and Trademark Licenses:

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Class
Ideal Dental Care	—	—	3,491,274	08/26/2008	Registered	41