

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
Towncare Dental Partnership, LLC		12/28/2012	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85625537	SHARE THE SMILES	
Serial Number:	85625567	SHARE THE SMILES	
Serial Number:	77749015	ORTHOEZ FINANCING	
Serial Number:	77658929	TOWNCARE DENTAL	
Serial Number:	76651244	TOWNCARE	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	312-577-8438		
Email:	raquel.pena@kattenlaw.com		
Correspondent Name:	Raquel Pena c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	339669-25		

CH \$140.00 85625537

900242944

TRADEMARK
REEL: 004934 FRAME: 0164

NAME OF SUBMITTER:	Raquel Pena
Signature:	/Raquel Pena/
Date:	01/02/2013
Total Attachments: 4 source=Trademark Security Agreement - Towncare (Executed)#page1.tif source=Trademark Security Agreement - Towncare (Executed)#page2.tif source=Trademark Security Agreement - Towncare (Executed)#page3.tif source=Trademark Security Agreement - Towncare (Executed)#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2012, is made by TOWNCARE DENTAL PARTNERSHIP, LLC, a Florida limited liability company (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), 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 Amended and Restated Credit Agreement, dated as of the date hereof (as so amended and restated and the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Dental Care Alliance, L.L.C., a Florida limited liability company ("DCA"; together with each of the other entities that executes a joinder to the Credit Agreement as a "Borrower" collectively the "Borrowers" and individually as a "Borrower"; it being understood that DCA Investment, LLC was released as a Grantor under the Guaranty and Security Agreement referenced below pursuant to the Credit Agreement), DCA, as Borrower Representative, the other Persons party thereto that are designated as a Credit Party, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and L/C Issuers and for itself as a Lender (including Swingline Lender), the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of May 25, 2012 in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each 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 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 Borrowers thereunder, the Grantor hereby agrees with the 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. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

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 Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, subject to the limitations set forth in the Guaranty and Security Agreement, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. 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.


Section 6. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, the 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 Nichols
Title: ~~Chief Executive Officer~~, Secretary and
Treasurer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Mark	Application No.	Applicati on Date	Registration No.	Registration Date	Status of Mark
SHARE THE SMILES LOGO	85625537	5/15/12	N/A	N/A	Pending
SHARE THE SMILES	85625567	5/15/12	N/A	N/A	Pending
ORTHOEZ FINANCING	77749015	6/1/09	3865341	10/19/10	Registered
TOWNCARE DENTAL	77658929	1/29/09	3663541	8/4/09	Registered
TOWNCARE	76651244	12/1/05	3489150	8/19/08	Registered