

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
Dental Associates Family and Specialty Care, LLC		07/10/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MB Financial Bank, N.A.		
Street Address:	6111 North River Road		
Internal Address:	9th Floor		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2692601	DAL DENTAL ASSOCIATES, LTD.	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	233 S. Wacker Drive, Suite 5800		
Address Line 2:	c/o Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	037829-0006		
NAME OF SUBMITTER:	Zeynep Gieseke		
Signature:	/zg/		

CH \$40.00 2692601

Date:

09/22/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 10th day of July, 2009 by DENTAL ASSOCIATES FAMILY AND SPECIALTY CARE, LLC, a Delaware limited liability company ("Grantor") in favor of MB FINANCIAL BANK, N.A. ("Grantee"):

WITNESSETH

WHEREAS, Grantor, together with certain of its affiliates, and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor and its affiliates by Grantee;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor, certain of Grantor's affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. _____ This Agreement shall terminate upon the termination of the Security Agreement.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DENTAL ASSOCIATES FAMILY AND SPECIALTY CARE, LLC

By: Paul A. Benbert
Its: Vice President

Agreed and Accepted
As of the Date First Written Above:

MB FINANCIAL BANK, N.A.

By: _____
Its: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

DENTAL ASSOCIATES FAMILY AND SPECIALTY CARE, LLC

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above:

MB FINANCIAL BANK, N.A.

By: S-M 2
Its: Assistant Vice President

SCHEDULE A

<u>Mark</u>	<u>Country</u>	<u>Requestor Number</u>	<u>Registration Date</u>
Dental Associates, Ltd.	USA	2692601	March 4, 2003

Sch.A-1

CH1107911.2

RECORDED: 09/22/2009

**TRADEMARK
REEL: 004065 FRAME: 0649**