

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Smile Brands Holdings 2, Inc.		12/21/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	The Cayman Islands Branch of a Switzerland Bank: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3031386	CASTLE DENTAL	
Registration Number:	2095163	CASTLE DENTAL CENTERS	
Registration Number:	3026467		
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)751-4864		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	030786-0440		
NAME OF SUBMITTER:	Angela M. Amaru		

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**TRADEMARK**  
 REEL: 004440 FRAME: 0257

Signature:	/s/ Angela M. Amaru
Date:	12/23/2010
Total Attachments: 7 source=IP Smile Hold 2#page1.tif source=IP Smile Hold 2#page2.tif source=IP Smile Hold 2#page3.tif source=IP Smile Hold 2#page4.tif source=IP Smile Hold 2#page5.tif source=IP Smile Hold 2#page6.tif source=IP Smile Hold 2#page7.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 21, 2010 is executed by Smile Brands Holdings 2, Inc., a Delaware corporation (the “Grantor”) and Credit Suisse AG, Cayman Islands Branch (“Credit Suisse”), as collateral agent for the Secured Parties (as defined in the below-described Credit Agreement) (in such capacity, together with any successors and assigns in such capacity, the “Collateral Agent”).

A. Pursuant to that certain Credit Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Smile Brands Group Inc. (the “Borrower”), SBG Intermediate Holdings II, Inc., SBG Intermediate Holdings, LLC, SBG Intermediate Holdings I, Inc., the lenders from time to time party thereto (the “Lenders”) and Credit Suisse, as administrative agent for the Lenders (in such capacity, the “Administrative Agent”), Collateral Agent, L/C Issuer and Swing Line Lender, the Lenders have agreed to extend loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein.

B. The Grantor and other entities party thereto from time to time have entered into a Security Agreement dated as of December 21, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “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 Grant of Security Interest.

C. Pursuant to the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantor in and to certain intellectual property to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement) and have agreed as a condition thereof to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental entities.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined in this Intellectual Property Security Agreement, capitalized terms herein shall have the meanings ascribed to them in the Security Agreement.

SECTION 2. Grant of Security. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Lenders a security interest in Grantor’s right, title and interest in and to the following property of Grantor, whether now owned or hereafter acquired by

Grantor, wherever located, and whether now or hereafter existing or arising: all intellectual property of any kind or nature, including, without limitation,

(a) (i) all copyrights, whether registered or unregistered, held pursuant to the laws of the United States, any State thereof or of any other country (whether or not the underlying works have been published) including, but not limited to, copyrights in software and all rights in and to databases, all designs and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act) as well as all moral rights, reversionary interests and termination rights; (ii) all registrations, applications and recordings in the United States Copyright Office or in any similar office or agency of the United States, any state thereof or any other country with respect to any and all of the foregoing; (iii) any continuations, renewals or extensions thereof; (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof; (iv) any registrations to be issued in any pending applications included in the foregoing; and (v) all other rights of any kind accruing under the foregoing or pertaining thereto throughout the world,

(b) (i) all trademarks, trade names, corporate names, business names, trade dress, service marks, logos, designs, and other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof and any reissues, extensions or renewals thereof, including those registrations and applications listed in Schedule 1 hereto; (ii) all goodwill associated with or symbolized by any of the foregoing; (iii) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof; (iv) all other rights of any kind accruing thereunder or pertaining thereto throughout the world, and

(c) (i) all letters patent of, or rights corresponding thereto in, the United States or any other country, and certificates of invention or similar industrial property rights and applications for any of the foregoing, including, without limitation, all applications for letters patent of, or rights corresponding thereto in, the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country and all patents to issue in any such applications; (ii) all reissues, continuations, continuations-in-part or extensions thereof; (iii) all petty patents, divisions, and patents of addition; (iv) the right to sue or otherwise recover for any past, present and future infringement or other violation thereof; and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world,

provided, however, that notwithstanding anything to the contrary herein, this Intellectual Property Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is an Excluded Asset, including any "intent to use" trademark

applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto (but only until the filing of such statement is accepted and solely to the extent, if any, that a lien therein would impair the validity or enforceability of any registration that issues from such intent- to-use application under applicable federal law).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

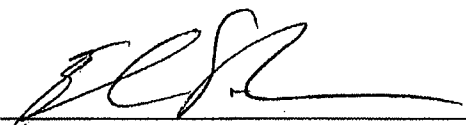
SECTION 4. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Governing Law. This Intellectual Property Security Agreement shall be governed by, construed and enforced in accordance with, the internal law of the State of New York without reference to conflicts of law rules other than Section 5-1401 of the General Obligations Law of the State of New York except that matters concerning the perfection of a security interest shall be governed by the conflict of law rules set forth in the UCC. The Grantor hereby consents to the application of New York civil law to the construction, interpretation and enforcement of this Security Agreement, and to the application of New York civil law to the procedural aspects of any suit, action or proceeding relating thereto, including, but not limited to, legal process, execution of judgments and other legal remedies.

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IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Interest to be executed as of the day and year first above written.

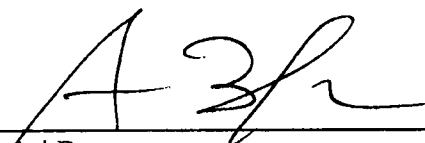
**SMILE BRANDS HOLDINGS 2, INC.**

By:   
Name: Bradley Schmidt  
Title: Chief Financial Officer and  
Treasurer

Intellectual Property Security Agreement of Smile Brands Holdings 2, Inc.

**TRADEMARK**  
**REEL: 004440 FRAME: 0262**



**CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent**

By:   
Name: Ari Bruger  
Title: Vice President

By:   
Name: Kevin Buddhew  
Title: Associate

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

<u>Mark Name</u>  <u>as written out) and</u> <u>Serial/Registration</u> <u>No./and Filing or</u> <u>Registration Date</u>	<u>Mark Image</u>  <u>(for design marks)</u>	<u>Where</u> <u>Registered</u>	<u>Owner</u>
CASTLE DENTAL 3,031,386		US	Smile Brands Holdings 2, Inc.
CASTLE DENTAL CENTERS & Design 4209917		Texas	Smile Brands Holdings 2, Inc.
CASTLE DENTAL CENTERS 2,095,163		US	Smile Brands Holdings 2, Inc.
Castle Design 3,026,467		US	Smile Brands Holdings 2, Inc.



SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

None.