

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
Intelident Holdings, Inc.		08/01/2011	CORPORATION: DELAWARE
Intelident Solutions, Inc.		08/01/2011	CORPORATION: DELAWARE
Intelident International, LLC		08/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
Sunshine Dental Health Network, Inc.		08/01/2011	CORPORATION: CALIFORNIA
DDS Concepts, LLC		08/01/2011	LIMITED LIABILITY COMPANY: FLORIDA
DDSLAB, Inc.		08/01/2011	CORPORATION: FLORIDA
DDS Works, Inc.		08/01/2011	CORPORATION: FLORIDA
DENTIST RX, LLC		08/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
Ultreo, Inc.		08/01/2011	CORPORATION: DELAWARE
Intelident Real Estate Holdings, LLC		08/01/2011	LIMITED LIABILITY COMPANY: DELAWARE
Coast Dental, P.A.		08/01/2011	CORPORATION: FLORIDA
Coast Florida, P.A.		08/01/2011	CORPORATION: FLORIDA
Coast Dental of Georgia, P.C.		08/01/2011	CORPORATION: GEORGIA
Coast Dental of Texas, PC		08/01/2011	CORPORATION: TEXAS
Coast Dental Services, Inc.		08/01/2011	CORPORATION: FLORIDA
Cindy V. Roark, D.M.D. P.C.		08/01/2011	CORPORATION: CALIFORNIA
Coast Palm Bay, P.L.		08/01/2011	LIMITED LIABILITY COMPANY: FLORIDA
Coast Dental of Nevada, Inc.		08/01/2011	CORPORATION: NEVADA
Coast Sarasota Crossings, P.L.		08/01/2011	LIMITED LIABILITY COMPANY: FLORIDA

OP \$1090.00 3881991

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA
Street Address:	6011 Connection Drive
City:	Irving

900198838

TRADEMARK
 REEL: 004597 FRAME: 0310

State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Chartered State Member Bank: NEW YORK

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	3881991	ULTREO THE ULTIMATE ULTRASOUND CLEAN
Registration Number:	3309742	ULTREO
Registration Number:	3366471	
Registration Number:	3366472	
Registration Number:	3373613	ULTREO THE ULTRASOUND TOOTHBRUSH
Registration Number:	3574217	
Registration Number:	2132076	COAST DENTAL
Registration Number:	2693042	COAST DENTAL
Registration Number:	2935812	ONE COMPANY. COUNTLESS OPPORTUNITIES.
Registration Number:	2891056	COAST DENTAL ADVANTAGE
Registration Number:	2904471	YOUR SMILE CAN BE A WORK OF ART
Registration Number:	2894894	SMILE PLUS
Registration Number:	2934953	BRIGHT SMILES BEGIN AT COAST
Registration Number:	3054783	C3
Registration Number:	3084892	COAST COMPREHENSIVE CARE
Registration Number:	3118246	DDSNET
Registration Number:	3121914	DDSNET
Registration Number:	3059119	THE SOLUTION THAT FITS
Registration Number:	3061378	DDS LAB
Registration Number:	3204004	ADVANCING THE PRACTICE OF DENTISTRY
Registration Number:	3950984	BETTER HEALTH STARTS HERE
Registration Number:	3958247	INTELISONIC
Registration Number:	1858859	SMILECARE
Registration Number:	1860137	SMILECARE
Registration Number:	3925342	SMILECARE ADVANTAGE
Registration Number:	2996842	SMILECARE
Registration Number:	2996841	SMILECARE
Serial Number:	77917827	SMILE MORE
Serial Number:	77917872	SMILE

Serial Number:	85104755	INTELISONIC
Serial Number:	85104753	INTELISONIC
Serial Number:	77754319	DENTIST RX
Serial Number:	77754321	DENTISTRX
Serial Number:	85105295	DENTISTRX
Serial Number:	85105293	DENTISTRX
Serial Number:	85105291	DESIGNED BY DENTAL PROFESSIONALS FOR HEALTHIER INDIVIDUALS
Serial Number:	85153410	BETTER HEALTH STARTS HERE
Serial Number:	85214241	REVOLUTION
Serial Number:	85335721	GOSONIC
Serial Number:	85229751	PRACTICE MADE PERFECT ALL THE ADVANTAGES OF PRIVATE PRACTICE. NONE OF THE HEADACHES.
Serial Number:	85347481	BRITEON!
Serial Number:	85133738	YOUR SMILE CAN BE A WORK OF ART
Serial Number:	85366365	FIERCE

CORRESPONDENCE DATA

Fax Number: (615)244-6804
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 615-850-8567
Email: mark.plotkin@wallerlaw.com
Correspondent Name: Mark J. Plotkin
Address Line 1: 511 Union Street
Address Line 2: Suite 2700
Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	INTELIDENT
NAME OF SUBMITTER:	Mark J. Plotkin
Signature:	/MARK J. PLOTKIN/
Date:	08/04/2011

Total Attachments: 19
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "**Agreement**") is dated and effective as of August 1, 2011, by each of **INTELIDENT HOLDINGS, INC.**, a Delaware corporation ("**Holdings**"), **INTELIDENT SOLUTIONS, INC.**, a Delaware corporation ("**Borrower**"), **INTELIDENT INTERNATIONAL, LLC**, a Delaware limited liability company ("**International**"), **SUNSHINE DENTAL HEALTH NETWORK, INC.**, a California corporation ("**Sunshine**"), **DDS CONCEPTS, LLC**, a Florida limited liability company ("**DDS**"), **DDSLAB, INC.**, a Florida corporation ("**DDSLAB**"), **DDS WORKS, INC.**, a Florida corporation ("**Works**"), **DENTIST RX, LLC**, a Delaware limited liability company ("**RX**"), **ULTREO, INC.**, a Delaware corporation ("**Ultreo**"), **INTELIDENT REAL ESTATE HOLDINGS, LLC**, a Delaware limited liability company ("**Real Estate**"), **COAST DENTAL, P.A.**, a Florida professional corporation ("**Coast**"), **COAST FLORIDA P.A.**, a Florida professional corporation ("**Florida**"), **COAST DENTAL OF GEORGIA, P.C.**, a Georgia professional corporation ("**Georgia**"), **COAST DENTAL OF TEXAS, PC**, a Texas professional corporation ("**Texas**"), **COAST DENTAL SERVICES, INC.**, a Florida corporation ("**Services**"), **CINDY V. ROARK, D.M.D. P.C.**, a California professional corporation ("**Roark**") **COAST PALM BAY, P.L.**, a Florida professional limited liability company ("**Palm**"), **COAST DENTAL OF NEVADA, INC.** a Nevada corporation ("**Nevada**") and **COAST SARASOTA CROSSINGS, P.L.**, a Florida professional limited liability company ("**Sarasota**," and collectively with Holdings, Borrower, International, Sunshine, DDS, DDSLAB, Works, RX, Ultreo, Real Estate, Coast, Florida, Georgia, Texas, Services, Roark, Palm and Nevada, the "**Grantors**," and each, a "**Grantor**"), in favor of **GOLDMAN SACHS BANK USA**, as administrative agent and collateral agent for the Lenders under the Loan Agreement (in such capacities, "**Secured Party**").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of the date hereof among Grantors, Secured Party and the Lenders (as the same exists and may be amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "**Loan Agreement**"), the Lenders have agreed to provide Loans to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their Obligations under the Loan Agreement; and

WHEREAS, pursuant to the terms of the Loan Agreement the Grantors are required to execute and deliver this Agreement in favor of Secured Party, for itself and the benefit of the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Secured Party and lenders to enter into the Loan Documents and to make Loans to the Grantors thereunder, each Grantor hereby agrees with Secured Party as follows:

Section 1. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement or, to the extent the same are used or defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the

masculine and feminine, the singular number includes the plural and vice versa. This Agreement shall mean such agreement as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Agreement to any Person shall include such Person and its successors and permitted assigns.

Section 2. Reaffirmation of Grant of Security Interest in Trademarks and Trademark Licenses. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby reaffirms its grant to Secured Party, for itself and the benefit of the Lenders, of a security interest and continuing lien upon all of its right, title and interest in, to and upon the Collateral, whether now owned or existing or hereafter acquired or arising, including the following Collateral of such Grantor:

a. all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit (herein referred to as "**Trademarks**"); and

b. any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule I (as such schedule may be amended or supplemented from time to time) (herein referred to as "**Trademark Licenses**").

Section 3. Acknowledgement. The security interests reaffirmed herein are granted in conjunction with the security interest granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Loan Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Agreement and the Loan Agreement, the terms and conditions of the Loan Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

INTELIDENT HOLDINGS, INC.

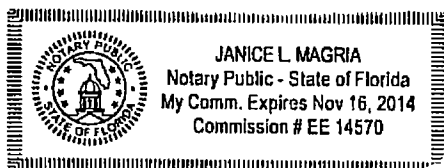
By:

Name: Thomas J. Magria

Title: CEO

STATE OF Florida)
County of Hillsborough) ss.

On this 30th day of July 2011 before me personally appeared Thomas Magria, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **INTELIDENT HOLDINGS, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of the corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of the company.



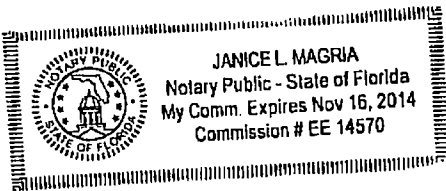
Janice L. Magria
Notary Public

INTELIDENT SOLUTIONS, INC.

By: [Signature]
Name: THOMAS J. MARLER
Title: CEO

STATE OF Florida)
) ss.
County of Hillsborough)

On this 30th day of July, 2011 before me personally appeared Thomas Marler, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **INTELIDENT SOLUTIONS, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of the corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of the company.



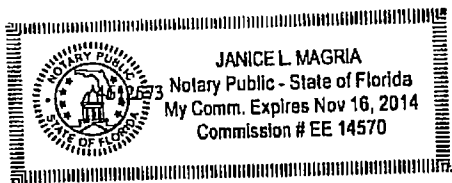
[Signature]
Notary Public

INTELIDENT INTERNATIONAL, LLC

By: [Signature]
Name: THOMAS J. MARLER
Title: CEO

STATE OF Florida)
) ss.
County of Hillsborough)

On this 30th day of July, 2011 before me personally appeared Thomas Marler, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **INTELIDENT INTERNATIONAL, LLC**, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of the limited liability company as authorized by said company and that he acknowledged said instrument to be the free act and deed of the company.



[Signature]
Notary Public

Trademark Security Agreement
Signature Page

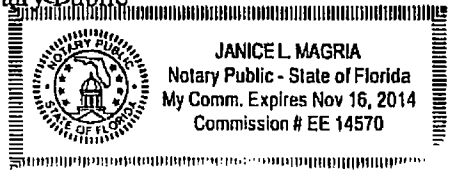
SUNSHINE DENTAL HEALTH NETWORK, INC.

By: [Signature]
Name: THOMAS M. MARLETT
Title: CEO

STATE OF Florida)
County of Hillsborough) ss.

On this 30th day of July, 2011 before me personally appeared Thomas Marlett, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **SUNSHINE DENTAL HEALTH NETWORK, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of the corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of the company.

[Signature]
Notary Public

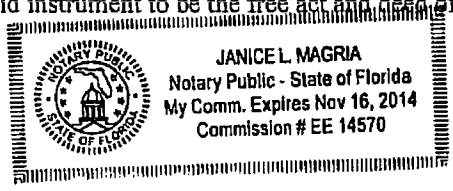


DDS CONCEPTS, LLC

By: [Signature]
Name: Amy Ceresa
Title: Manager

STATE OF Florida)
County of Hillsborough) ss.

On this 29th day of July, 2011 before me personally appeared Amy Ceresa, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **DDS CONCEPTS, LLC**, who being by me duly sworn did depose and say that she is the manager of said limited liability company, that the said instrument was signed on behalf of the limited liability company as authorized by said company and that she acknowledged said instrument to be the free act and deed of the company.



[Signature]
Notary Public

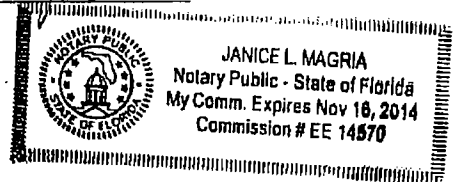
DDSLAB, INC.

By: *Amy Ceresa*
Name: Amy Ceresa
Title: President

STATE OF Florida)
County of Hillsborough) ss.

On this 28th day of July, 2011 before me personally appeared Amy Ceresa, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **DDSLAB, INC.**, who being by me duly sworn did depose and say that she is an authorized officer of said corporation, that the said instrument was signed on behalf of the corporation as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of the company.

J. Magria
Notary Public



DDS WORKS, INC.

By: *Amy Ceresa*
Name: Amy Ceresa
Title: President

STATE OF Florida)
County of Hillsborough) ss.

On this 28th day of July, 2011 before me personally appeared Amy Ceresa, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **DDS WORKS, INC.**, who being by me duly sworn did depose and say that she is an authorized officer of said corporation, that the said instrument was signed on behalf of the corporation as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of the company.

J. Magria
Notary Public



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Trademark Security Agreement
Signature Page

DENTIST RX, LLC

By: INTELIDENT SOLUTIONS, INC.

its managing member

By: [Signature]
Name: THOMAS J. MARIFE
Title: CEO

STATE OF Florida)
County of Hillsborough) ss.

On this 30th day of July, 2011 before me personally appeared Thomas Marife, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of DENTIST RX, LLC, by Intelident Solutions, Inc., its managing member, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of the limited liability company as authorized by said company and that he acknowledged said instrument to be the free act and deed of the company.

[Signature]
Notary Public

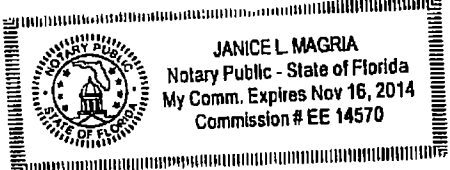
ULTREO, INC.

By: [Signature]
Name: Tim Hill
Title: President



STATE OF Florida)
County of Hillsborough) ss.

On this 28th day of July, 2011 before me personally appeared Tim Hill, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ULTREO, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of the corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of the company.



[Signature]
Notary Public

INTELIDENT REAL ESTATE HOLDINGS, LLC

By: INTELIDENT SOLUTIONS, INC.

its managing member

By:

Name: THOMAS J. MARLER

Title: CEO

STATE OF Florida)
County of Hillsborough) ss.

On this 30th day of July 2011 before me personally appeared Thomas Marler, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **INTELIDENT REAL ESTATE HOLDINGS, LLC**, by Intelident Solutions, Inc., its managing member, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of the limited liability company as authorized by said company and that he acknowledged said instrument to be the free act and deed of the company.

J. Magria
Notary Public



COAST DENTAL, P.A.

By:

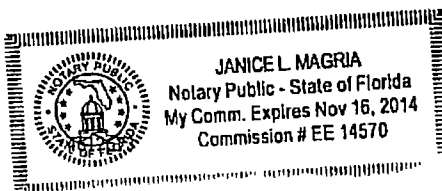
Name: Adam Diasti

Title: President

STATE OF Florida)
County of Hillsborough) ss.

On this 29th day of July 2011 before me personally appeared Adam Diasti, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **COAST DENTAL, P.A.**, who being by me duly sworn did depose and say that he is an authorized officer of said professional corporation, that the said instrument was signed on behalf of the professional corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of the company.

J. Magria
Notary Public



Trademark Security Agreement
Signature Page

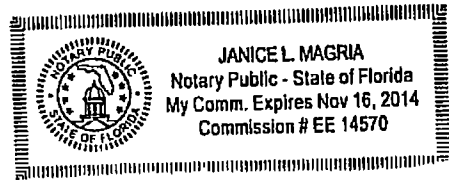
COAST FLORIDA P.A.

By: [Signature]
Name: Adam Diasti
Title: President

STATE OF Florida)
County of Hillsborough) ss.

On this 27th day of July, 2011 before me personally appeared Adam Diasti, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **COAST FLORIDA P.A.**, who being by me duly sworn did depose and say that he is an authorized officer of said professional corporation, that the said instrument was signed on behalf of the professional corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of the company.

[Signature]
Notary Public



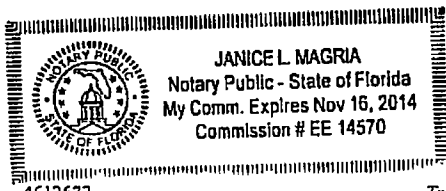
COAST DENTAL OF GEORGIA, P.C.

By: [Signature]
Name: Adam Diasti
Title: Chief Executive Officer

STATE OF Florida)
County of Hillsborough) ss.

On this 29th day of July, 2011 before me personally appeared Adam Diasti, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **COAST DENTAL OF GEORGIA, P.C.**, who being by me duly sworn did depose and say that he is an authorized officer of said professional corporation, that the said instrument was signed on behalf of the professional corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of the company.

[Signature]
Notary Public



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Trademark Security Agreement
Signature Page

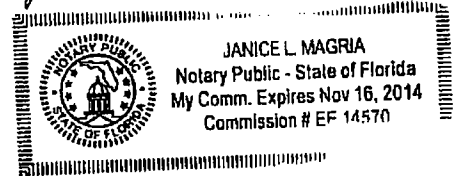
COAST DENTAL OF TEXAS, PC

By: Cindy V. Roark
Name: Cindy V. Roark
Title: President

STATE OF Florida)
County of Hillsborough) ss.

On this 27th day of July, 2011 before me personally appeared Cindy V. Roark, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **COAST DENTAL OF TEXAS, PC**, who being by me duly sworn did depose and say that she is an authorized officer of said professional corporation, that the said instrument was signed on behalf of the professional corporation as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of the company.

J. Magria
Notary Public



COAST DENTAL SERVICES, INC.

By: Thomas L. Marley
Name: THOMAS L. MARLEY
Title: CEO

STATE OF Florida)
County of Hillsborough) ss.

On this 30th day of July, 2011 before me personally appeared Thomas Marley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of **COAST DENTAL SERVICES, INC.**, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of the corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of the company.

J. Magria
Notary Public



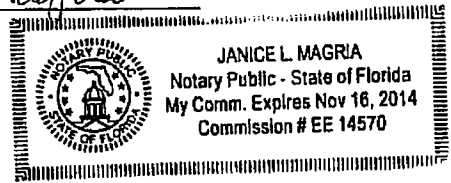
CINDY V. ROARK, D.M.D. P.C.

By: Cindy V Roark
Name: Cindy V. Roark
Title: President

STATE OF Florida)
County of Hillsborough) ss.

On this 27th day of July, 2011 before me personally appeared Cindy V. Roark, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CINDY V. ROARK, D.M.D. P.C., who being by me duly sworn did depose and say that she is an authorized officer of said professional corporation, that the said instrument was signed on behalf of the professional corporation as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of the company.

J. Magria
Notary Public



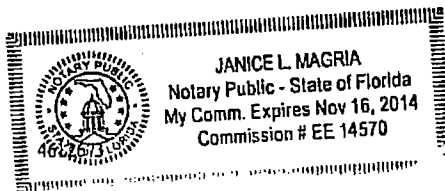
COAST PALM BAY, P.L.
By: COAST FLORIDA P.A.,
its managing member

By: Adam Diasti
Name: Adam Diasti
Title: President

STATE OF Florida)
County of Hillsborough) ss.

On this 29th day of July, 2011 before me personally appeared Adam Diasti, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of COAST PALM BAY, P.L., by Coast Florida P.A., its managing member, who being by me duly sworn did depose and say that he is an authorized officer of said professional corporation, that the said instrument was signed on behalf of the professional limited liability company as authorized by said company and that he acknowledged said instrument to be the free act and deed of the company.

J. Magria
Notary Public



Trademark Security Agreement
Signature Page

COAST SARASOTA CROSSINGS, P.L.

By: COAST DENTAL, P.A.
its managing member

By: [Signature]
Name: Adam Diasti
Title: President

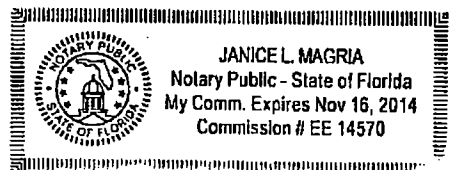
STATE OF Florida)
County of Hillsborough) ss.

On this 29th day of July, 2011 before me personally appeared Adam Diasti, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of COAST SARASOTA CROSSINGS, P.L., by Coast Dental, P.A., its managing member, who being by me duly sworn did depose and say that he is an authorized officer of said professional corporation, that the said instrument was signed on behalf of the professional limited liability company as authorized by said company that he acknowledged said instrument to be the free act and deed of the company.

[Signature]
Notary Public

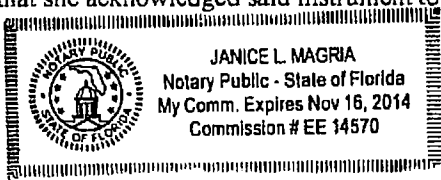
COAST DENTAL OF NEVADA, INC.

By: [Signature]
Name: Cindy V. Roark
Title: President



STATE OF Florida)
County of Hillsborough) ss.

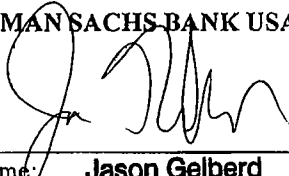
On this 27th day of July, 2011 before me personally appeared Cindy V. Roark, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of COAST DENTAL OF NEVADA, INC., who being by me duly sworn did depose and say that she is an authorized officer of said corporation, that the said instrument was signed on behalf of the corporation as authorized by its Board of Directors and that she acknowledged said instrument to be the free act and deed of the company.



[Signature]
Notary Public

Accepted and Agreed:

GOLDMAN SACHS BANK USA, as Secured Party

By: 
Name: **Jason Gelberd**
Title: **Authorized Signatory**

4612673

*Trademark Security Agreement
Signature Page of Goldman Sachs Bank USA*

**TRADEMARK
REEL: 004597 FRAME: 0326**

SCHEDULE I
to
ACKNOWLEDGEMENT OF TRADEMARK COLLATERAL LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

US REGISTERED TRADEMARKS BY ENTITY			
<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK NAME</u>	<u>ENTITY</u>
3,881,991	11/30/2010	ULTREO THE ULTIMATE ULTRASOUND CLEAN	ULTREO, INC.
3,309,742	10/9/2007	ULTREO	ULTREO, INC.
3,366,471	1/8/2008	ORANGE WAVE DESIGN (LOGO)	ULTREO, INC.
3,366,472	1/8/2008	WAVE DESIGN (LOGO)	ULTREO, INC.
3,373,613	1/22/2008	ULTREO THE ULTRASOUND TOOTHBRUSH (WITH DESIGN)	ULTREO, INC.
3,574,217	2/10/2009	BRUSH HEAD DESIGN	ULTREO, INC.
2,132,076	1/27/1998	COAST DENTAL	COAST DENTAL SERVICES, INC.
2,693,042	3/4/2003	COAST DENTAL (with oval design)	COAST DENTAL SERVICES, INC.
2,935,812	3/29/2005	ONE COMPANY. COUNTLESS OPPORTUNITIES	COAST DENTAL SERVICES, INC.
2,891,056	10/5/2004	COAST DENTAL ADVANTAGE	COAST DENTAL SERVICES, INC.
2,904,471	11/23/2004	YOUR SMILE CAN BE A WORK OF ART	COAST DENTAL SERVICES, INC.
2,894,894	10/19/2004	SMILE PLUS	COAST DENTAL SERVICES, INC.
2,934,953	3/22/2005	BRIGHT SMILES BEGIN AT COAST	COAST DENTAL SERVICES, INC.
3,054,783	1/31/2006	C3	COAST DENTAL SERVICES, INC.
3,084,892	4/25/2006	COAST COMPREHENSIVE CARE	COAST DENTAL SERVICES, INC.
3,118,246	7/18/2006	DDS NET (DESIGN)	COAST DENTAL SERVICES, INC.
3,121,914	7/25/2006	DDSNET (BLOCK FORM)	COAST DENTAL SERVICES, INC.

US REGISTERED TRADEMARKS BY ENTITY			
REGISTRATION NO.	REGISTRATION DATE	TRADEMARK NAME	ENTITY
3,059,119	2/14/2006	THE SOLUTION THAT FITS	DDSLAB, INC.
3,061,378	2/21/2006	DDS LAB	DDSLAB, INC.
3,204,004	1/30/2007	ADVANCING THE PRACTICE OF DENTISTRY	INTELIDENT SOLUTIONS, INC.
3,950,984	4/26/2011	BETTER HEALTH STARTS HERE	DENTIST RX, LLC
3,958,247	5/10/2011	INTELISONIC	DENTIST RX, LLC
1,858,859	10/18/1994	SMILECARE	COAST DENTAL SERVICES, INC.
1,860,137	10/25/1994	SMILECARE	COAST DENTAL SERVICES, INC.
3,925,342	3/1/2011	SMILECARE ADVANTAGE	COAST DENTAL SERVICES, INC.
2,996,842	9/20/2005	SMILECARE	COAST DENTAL SERVICES, INC.
2,996,841	9/20/2005	SMILECARE	COAST DENTAL SERVICES, INC.

FOREIGN REGISTERED TRADEMARKS BY ENTITY				
COUNTRY	REGISTRATION NO.	REGISTRATION DATE	TRADEMARK NAME	ENTITY
CANADA	TMA 708918	3/5/2008	ULTREO	ULTREO, INC.
HONG KONG	300746848	10/24/2006	ULTREO	ULTREO, INC.
MADRID PROTOCOL	903499	10/23/2006	ULTREO	ULTREO, INC.
AUSTRALIA	1149705	10/23/2006	ULTREO	ULTREO, INC.
CHINA	903499	10/23/2006	ULTREO	ULTREO, INC.
EUROPEAN COMMUNITY	903499	10/23/2006	ULTREO	ULTREO, INC.
JAPAN	903499	10/23/2006	ULTREO	ULTREO, INC.
SOUTH KOREA	8-5-2008-000261215	10/23/2006	ULTREO	ULTREO, INC.
NEW ZEALAND	757570	4/26/2007	ULTREO	ULTREO, INC.
CANADA	TMA 727838	11/6/2008	ORANGE WAVE DESIGN	ULTREO, INC.
MADRID PROTOCOL	926707	5/31/2007	ORANGE WAVE DESIGN	ULTREO, INC.

FOREIGN REGISTERED TRADEMARKS BY ENTITY				
COUNTRY	REGISTRATION NO.	REGISTRATION DATE	TRADEMARK NAME	ENTITY
AUSTRALIA	1188070	5/31/2007	ORANGE WAVE DESIGN	ULTREO, INC.
CHINA	926707	5/31/2007	ORANGE WAVE DESIGN	ULTREO, INC.
EUROPEAN COMMUNITY	926707	5/31/2007	ORANGE WAVE DESIGN	ULTREO, INC.
JAPAN	926707	5/31/2007	ORANGE WAVE DESIGN	ULTREO, INC.
SOUTH KOREA	926707	5/31/2007	ORANGE WAVE DESIGN	ULTREO, INC.
NEW ZEALAND	769545	12/6/2007	ORANGE WAVE DESIGN	ULTREO, INC.
HONG KONG	300884296	6/4/2007	ORANGE WAVE DESIGN	ULTREO, INC.
CANADA	TMA 727508	10/30/2008	ULTREO THE ULTRASOUND TOOTHBRUSH (with design)	ULTREO, INC.
MADRID PROTOCOL	926405	5/31/2007	ULTREO THE ULTRASOUND TOOTHBRUSH (with design)	ULTREO, INC.
AUSTRALIA	1186946	5/31/2007	ULTREO THE ULTRASOUND TOOTHBRUSH (with design)	ULTREO, INC.
CHINA	926405	5/31/2007	ULTREO THE ULTRASOUND TOOTHBRUSH (with design)	ULTREO, INC.
EUROPEAN COMMUNITY	926405	5/31/2007	ULTREO THE ULTRASOUND TOOTHBRUSH (with design)	ULTREO, INC.
JAPAN	926405	5/31/2007	ULTREO THE ULTRASOUND TOOTHBRUSH (with design)	ULTREO, INC.
SOUTH KOREA	926405	5/31/2007	ULTREO THE ULTRASOUND TOOTHBRUSH (with design)	ULTREO, INC.

FOREIGN REGISTERED TRADEMARKS BY ENTITY				
COUNTRY	REGISTRATION NO.	REGISTRATION DATE	TRADEMARK NAME	ENTITY
NEW ZEALAND	769549	12/6/2007	ULTREO THE ULTRASOUND TOOTHBRUSH (with design)	ULTREO, INC.
HONG KONG	300884304	6/4/2007	ULTREO THE ULTRASOUND TOOTHBRUSH (with design)	ULTREO, INC.
EUROPEAN COMMUNITY	749395	6/22/2007	BRUSH HEAD DESIGN	ULTREO, INC.
MADRID PROTOCOL	928199	6/4/2007	BRUSH HEAD DESIGN	ULTREO, INC.
MADRID PROTOCOL	956572	3/6/2008	ULTREO THE ULTIMATE ULTRASOUND CLEAN	ULTREO, INC.
AUSTRALIA	1234136	3/6/2008	ULTREO THE ULTIMATE ULTRASOUND CLEAN	ULTREO, INC.
EUROPEAN COMMUNITY	956572	3/6/2008	ULTREO THE ULTIMATE ULTRASOUND CLEAN	ULTREO, INC.
NEW ZEALAND	785559	9/11/2008	ULTREO THE ULTIMATE ULTRASOUND CLEAN	ULTREO, INC.
HONG KONG	301067292	3/7/2008	ULTREO THE ULTIMATE ULTRASOUND CLEAN	ULTREO, INC.
MADRID PROTOCOL	1051911	7/20/2010	SMILE MORE	ULTREO, INC.
CHINA	1051911	7/20/2010	SMILE MORE	ULTREO, INC.
HONG KONG	301669276	7/21/2010	SMILE MORE	ULTREO, INC.
MADRID PROTOCOL	1047137	7/20/2010	SMILE (CURVE DESIGN)	ULTREO, INC.
CHINA	1047137	7/20/2010	SMILE (CURVE DESIGN)	ULTREO, INC.
HONG KONG	301669294	7/21/2010	SMILE (CURVE DESIGN)	ULTREO, INC.

B. TRADEMARK APPLICATIONS

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*Trademark Security Agreement
Signature Page*

**TRADEMARK
REEL: 004597 FRAME: 0330**

US TRADEMARK APPLICATIONS BY ENTITY			
APPLICATION NO.	FILING DATE	TRADEMARK NAME	ENTITY
77/917,827	1/22/2010	SMILE MORE (BLOCK FORM)	ULTREO, INC.
77/917,872	1/22/2010	SMILE (CURVE LOGO DESIGN)	ULTREO, INC.
85/104,755	8/11/2010	INTELISONIC (BLOCK FORM)	DENTIST RX, LLC
85/104,753	8/11/2010	INTELISONIC (DESIGN STYLE)	DENTIST RX, LLC
77/754,319	6/8/2009	DENTIST RX	DENTIST RX, LLC
77/754,321	6/8/2009	DENTISTRX	DENTIST RX, LLC
85/105,295	8/11/2010	DENTISTRX (DESIGN LOGO)	DENTIST RX, LLC
85/105,293	8/11/2010	DENTISTRX	DENTIST RX, LLC
85/105,291	8/11/2010	DESIGNED BY DENTAL PROFESSIONALS FOR HEALTHIER INDIVIDUALS	DENTIST RX, LLC
85/153,410	10/15/2010	BETTER HEALTH STARTS HERE	DENTIST RX, LLC
85/214,241	1/10/2011	REVOLUTION	DENTIST RX, LLC
85/335,721	6/01/2011	GOSONIC	DENTIST RX, LLC
85/229,751	1/31/2011	PRACTICE MADE PERFECT ALL THE ADVANTAGES OF PRIVATE PRACTICE. NONE OF THE HEADACHES	COAST DENTAL SERVICES, INC.
85/347,481	6/15/2011	BRITEON! (DESIGN LOGO)	DENTIST RX, LLC
85/133,738	9/20/2010	YOUR SMILE CAN BE A WORK OF ART	COAST DENTAL SERVICES, INC.
85/366,365	7/8/11	FIERCE	DDSLAB, INC.

FOREIGN TRADEMARK APPLICATIONS BY ENTITY				
COUNTRY	APPLICATION NO.	FILING DATE	TRADEMARK NAME	ENTITY
CANADA	1,387,309	3/13/2008	ULTREO THE ULTIMATE ULTRASOUND CLEAN	ULTREO, INC.
CANADA	1,489,255	7/20/2010	SMILE MORE	ULTREO, INC.
MEXICO	1105828	7/21/2010	SMILE MORE	ULTREO, INC.
CANADA	1,489,256	7/20/2010	SMILE (CURVE DESIGN)	ULTREO, INC.
MEXICO	1105826	7/21/2010	SMILE (CURVE DESIGN)	ULTREO, INC.
MEXICO	1110569	8/09/2010	ULTREO	ULTREO, INC.
MADRID PROTOCOL	1078833	4/17/2011	BETTER HEALTH STARTS HERE	DENTIST RX, LLC
EUROPE	1078833	4/17/2011	BETTER HEALTH STARTS HERE	DENTIST RX, LLC

FOREIGN TRADEMARK APPLICATIONS BY ENTITY				
<u>COUNTRY</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>	<u>TRADEMARK NAME</u>	<u>ENTITY</u>
CANADA	1,533,131	6/23/2011	REVOLUTION	DENTIST RX, LLC
MADRID PROTOCOL	A0025078	6/22/2011	REVOLUTION	DENTIST RX, LLC
CHINA	A0025078	6/22/2011	REVOLUTION	DENTIST RX, LLC
EUROPE	A0025078	6/22/2011	REVOLUTION	DENTIST RX, LLC
JAPAN	A0025078	6/22/2011	REVOLUTION	DENTIST RX, LLC
TAIWAN	10031789	6/24/2011	REVOLUTION	DENTIST RX, LLC

C. TRADEMARK LICENSES

- None