

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Resignation of Administrative Agent and Appointment of New Administrative Agent

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA		07/22/2013	Chartered State Member Bank: NEW YORK

RECEIVING PARTY DATA

Name:	Goldman Sachs Specialty Lending Group, L.P.
Street Address:	6011 CONNECTION DRIVE
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 44

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

OP \$1115.00 3881991

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 HEA
Serial Number:	85153410	BETTER HEALTH STARTS HERE
Serial Number:	85214241	REVOLUTION
Serial Number:	85335721	GOSONIC
Serial Number:	85229751	PRACTICE MADE PERFECT ALL THE ADVANTAGES
Serial Number:	85347481	BRITEON!
Serial Number:	85133738	YOUR SMILE CAN BE A WORK OF ART
Serial Number:	85366365	FIERCE
Serial Number:	85918770	PURESMILE

CORRESPONDENCE DATA

Fax Number: 6152446804

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

TRADEMARK
REEL: 005082 FRAME: 0855

Phone: 615-850-8741
Email: rfelber@wallerlaw.com
Correspondent Name: Robert P. Felber, Jr.
Address Line 1: c/o Waller Lansden Dortch & Davis, LLP
Address Line 2: 511 Union Street, Suite 2700
Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	GOLDMAN
NAME OF SUBMITTER:	Robert P. Felber, Jr.
Signature:	/ROBERT P. FELBER, JR./
Date:	07/29/2013

Total Attachments: 4
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**AGENT RESIGNATION
AND
SUCCESSOR AGENT ACCEPTANCE**

This Agent Resignation And Successor Agent Acceptance (this "**Agreement**"), dated as of July 22, 2013, is made by and among GOLDMAN SACHS BANK USA ("**GS Bank**"), and in its capacity as Administrative Agent, Syndication Agent, Documentation Agent and Collateral Agent ("**Resigning Agent**"), and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P. ("**GSSLG**") as successor Agent ("**Successor Agent**").

RECITALS

FIRST: Reference is made to that certain Amended and Restated Credit and Guaranty Agreement, dated as of July 2, 2013 (as amended, restated, or otherwise modified from time to time, the "**Credit Agreement**"), by and among the Lenders from time to time party thereto, the Borrowers from time to time party thereto, Holdings, Guarantors and GS Bank, as Administrative Agent, Syndication Agent, Documentation Agent and Collateral Agent. Unless otherwise defined in this Agreement, all capitalized terms used herein shall have the meanings ascribed to them in the Credit Agreement.

SECOND: Pursuant to that certain Assignment and Assumption Agreement, dated as of even date herewith, GS Bank transferred all of its rights and obligations in the Credit Agreement and under the Credit Documents to Goldman Sachs Specialty Lending Holdings, Inc., its Affiliate, and as a result desires to resign as Administrative Agent, Syndication Agent, Documentation Agent and Collateral Agent under the Credit Agreement and the other Credit Documents.

THIRD: GSSLG, an Affiliate of GS Bank, desires to succeed Resigning Agent as Administrative Agent, Syndication Agent, Documentation Agent and Collateral Agent under the Credit Agreement and the other Credit Documents.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Resigning Agent and Successor Agent hereby agree as follows:

1. **Resignation.** Pursuant to Sections 9.1 and 9.7(b) of the Credit Agreement, Resigning Agent hereby resigns as Administrative Agent, Syndication Agent, Documentation Agent and Collateral Agent under the Credit Agreement and the other Credit Documents effective as of 12:01 a.m. on July 23, 2013 ("**Effective Date**"), and pursuant to Sections 9.1 and 9.7(b) of the Credit Agreement, effective immediately upon this resignation, Resigning Agent shall be and is hereby discharged from all of its duties and obligations under the Credit Documents.

2. **Acceptance of Appointment.** Successor Agent hereby accepts the appointment as Administrative Agent, Syndication Agent, Documentation Agent and Collateral Agent and assumes all of the right, powers, privileges, and duties of the Resigning Agent under the Credit Agreement and the other Credit Documents, effective as of the Effective Date.

3. **Party to Credit Documents.** As of the Effective Date, Successor Agent, in its capacity as Administrative Agent, Syndication Agent, Documentation Agent and Collateral Agent, joins and becomes bound as a party to the Credit Agreement and the other Credit Documents, and to the extent

provided in this Agreement and the Credit Agreement, has the rights and obligations of Resigning Agent under the Credit Agreement and the other Credit Documents.


4. **Effective Date.** As of the Effective Date, Resigning Agent relinquishes its rights as Administrative Agent, Syndication Agent, Documentation Agent and Collateral Agent other than those relating to events or circumstances occurring prior to the Effective Date and shall be released from its obligations as Administrative Agent, Syndication Agent, Documentation Agent and Collateral Agent under the Credit Agreement and each document related thereto to which Resigning Agent is a party or is otherwise bound, provided that the provisions set forth in the Credit Agreement and the other Credit Documents that by their terms are to survive termination thereof shall survive for the benefit of Resigning Agent. Other than as noted in the previous sentence, as of the Effective Date, Resigning Agent further assigns to Successor Agent its interest as Administrative Agent, Syndication Agent, Documentation Agent and Collateral Agent under each Credit Document. Notwithstanding any amendment to the Credit Agreement after the Effective Date, the provisions of Sections 9, 10.3 and 10.23 of the Credit Agreement as of the date hereof shall continue in effect for the benefit of Resigning Agent, its sub agents and their respective Related Persons in respect of any actions taken or omitted to be taken by any of them prior to the Effective Date and in respect of actions taken by any of them pursuant to this Agreement.

5. **Governing Law; Counterparts; Electronic Execution; Misc.** This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New York applicable to contracts made and to be performed in such state. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile electronic transmission or by email transmission of a .pdf (or similar) file format document shall be as effective as delivery of a manually executed counterpart of this Agreement. Except as herein provided, the Credit Agreement and the other Credit Documents shall remain unchanged and in full force and effect.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first-above written.

GOLDMAN SACHS BANK USA
as Resigning Agent

By: 
Name: Stephen W. Hipp
Title: Authorized Signatory

**GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.**
as Successor Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first-above written.

GOLDMAN SACHS BANK USA
as Resigning Agent

By: _____
Name: _____
Title: _____

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P.
as Successor Agent

By: Todd B. Foust
Name: _____
Title: Todd B. Foust
Senior Vice President