

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.		07/02/2013	CORPORATION: DELAWARE
Intelident Solutions, Inc.		07/02/2013	CORPORATION: DELAWARE
Intelident International, LLC		07/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
DDS Concepts, LLC		07/02/2013	LIMITED LIABILITY COMPANY: FLORIDA
DDSLAB, Inc.		07/02/2013	CORPORATION: FLORIDA
DDS Works, Inc.		07/02/2013	CORPORATION: FLORIDA
Dentist RX, LLC		07/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
Coast Dental, P.A.		07/02/2013	Professional corporation: FLORIDA
Coast Florida P.A.		07/02/2013	Professional corporation: FLORIDA
Coast Dental of Georgia, P.C.		07/02/2013	Professional corporation: GEORGIA
Coast Dental of Texas, PC		07/02/2013	Professional corporation: TEXAS
Coast Dental Services, Inc.		07/02/2013	CORPORATION: FLORIDA
Adam Diasti, D.D.S. P.C.		07/02/2013	Professional corporation: CALIFORNIA
Coast Palm Bay, P.L.		07/02/2013	Professional limited liability company: FLORIDA
Coast Dental of Nevada, Inc.		07/02/2013	CORPORATION: NEVADA
Coast Sarasota Crossings, P.L.		07/02/2013	Professional limited liability company: FLORIDA
Ultreo, Inc.		07/02/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA
Street Address:	6011 CONNECTION DRIVE
City:	Irving

OP \$40.00 85918770

State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CHARTERED STATE MEMBER BANK: NEW YORK

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
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.
 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:	022152.01042
NAME OF SUBMITTER:	Robert P. Felber, Jr.
Signature:	/ROBERT P. FELBER, JR./
Date:	07/22/2013

Total Attachments: 13

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

This Supplement to Trademark Security Agreement (this "**Agreement**") is dated and effective as of July 2, 2013, 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**"), **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**"), **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**"), **ADAM DIASTI, D.D.S. P.C.**, a California professional corporation ("**Diasti**") **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, DDS, DDSLAB, Works, RX, Ultreo, Coast, Florida, Georgia, Texas, Services, Diasti, 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 Amended and Restated 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, this Agreement is a supplemental filing that includes only those Trademarks and Trademark Licenses that have been acquired by the Grantor (or Grantors, as applicable) since August 1, 2011;

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]

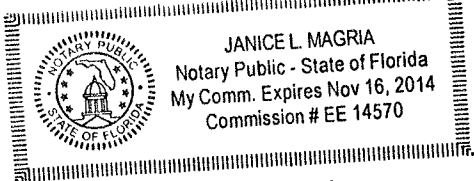
IN WITNESS WHEREOF, each Grantor has caused this Supplement to Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

INTELIDENT HOLDINGS, INC.

By: [Signature]
Name: Thomas J. Marler
Title: CEO

STATE OF Florida)
County of Hillsborough) ss.

On this ___ day of _____, 2013 before me personally appeared Thomas J. Marler, 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.



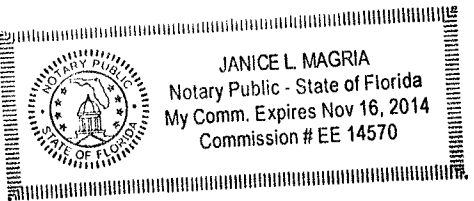
[Signature]
Notary Public

INTELIDENT SOLUTIONS, INC.

By: [Signature]
Name: Thomas J. Marler
Title: CEO

STATE OF Florida)
County of Hillsborough) ss.

On this ___ day of _____, 2013 before me personally appeared Thomas J. 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.



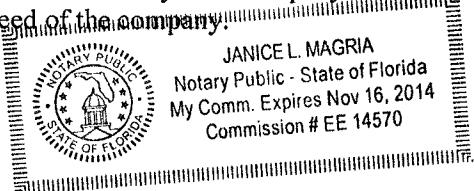
[Signature]
Notary Public

INTELIDENT INTERNATIONAL, LLC

By: [Signature]
Name: Thomas J. Marler
Title: CEO

STATE OF Florida)
County of Hillsborough) ss.

On this ___ day of _____, 2013 before me personally appeared Thomas J. 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.



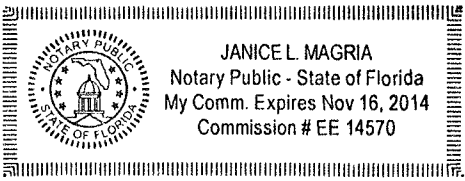
[Signature]
Notary Public

ULTREO, INC.

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

STATE OF Florida)
County of Hillsborough) ss.

On this ___ day of _____, 2013 before me personally appeared Timothy 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.



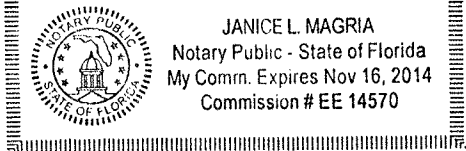
[Signature]
Notary Public

DDS CONCEPTS, LLC

By: *Amy Ceresa*
Name: Amy Ceresa
Title: Manager

STATE OF Florida)
County of Hillsborough) ss.

On this ___ day of _____, 2013 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.



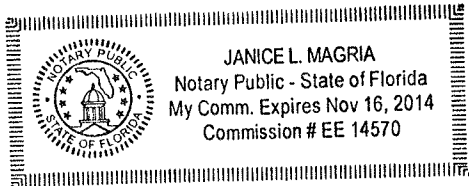
J. Magria
Notary Public

DDSLAB, INC.

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

STATE OF Florida)
County of Hillsborough) ss.

On this ___ day of _____, 2013 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.



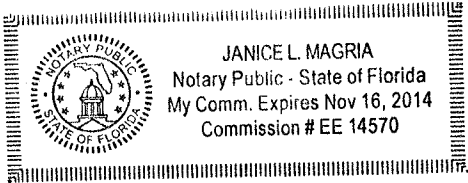
J. Magria
Notary Public

DDS WORKS, INC.

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

STATE OF Florida)
County of Hillsborough) ss.

On this ___ day of _____, 2013 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.



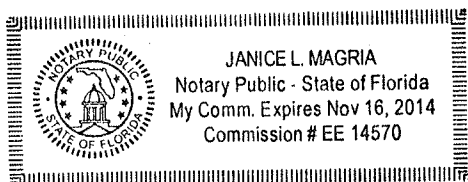
J Magria
Notary Public

DENTIST RX, LLC
By: INTELIDENT SOLUTIONS, INC.
its managing member

By: *Thomas J. Marler*
Name: Thomas J. Marler
Title: CEO

STATE OF Florida)
County of Hillsborough) ss.

On this ___ day of _____, 2013 before me personally appeared Thomas J. Marler, 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.



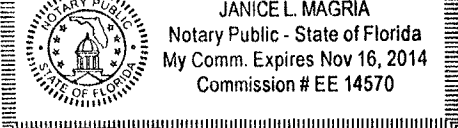
J Magria
Notary Public

COAST DENTAL, P.A.

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

STATE OF Florida)
County of Hillsborough) ss.

On this ___ day of _____, 2013 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.



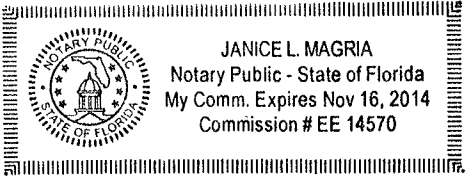
[Signature]
Notary Public

COAST FLORIDA P.A.

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

STATE OF Florida)
County of Hillsborough) ss.

On this ___ day of _____, 2013 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.



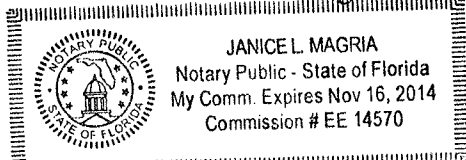
[Signature]
Notary Public

COAST DENTAL OF GEORGIA, P.C.

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

STATE OF Florida)
County of Hillsborough) ss.

On this ___ day of _____, 2013 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.



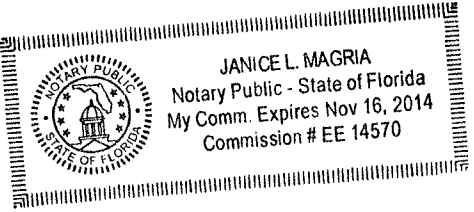
[Signature]
Notary Public

COAST DENTAL OF TEXAS, PC

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

STATE OF Florida)
County of Hillsborough) ss.

On this ___ day of _____, 2013 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.



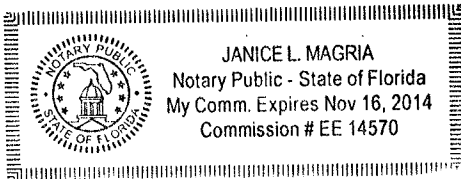
[Signature]
Notary Public

COAST DENTAL SERVICES, INC.

By: [Signature]
Name: Thomas J. Marlor
Title: CEO

STATE OF Florida)
County of Hillsborough) ss.

On this ___ day of _____, 2013 before me personally appeared Thomas J. Marlor, 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.



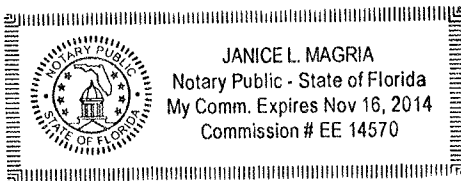
[Signature]
Notary Public

ADAM DIASTI D.D.S., P.C.

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

STATE OF Florida)
County of Hillsborough) ss.

On this ___ day of _____, 2013 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 **ADAM DIASTI D.D.S., 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.



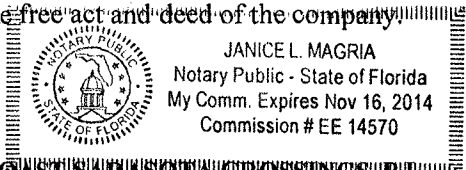
[Signature]
Notary Public

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

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

STATE OF Florida)
County of Hillsborough) ss.

On this ___ day of _____, 2013 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.



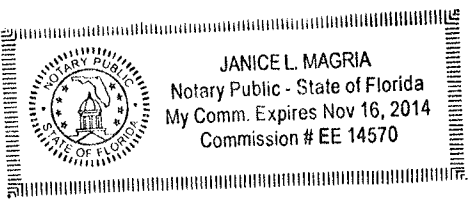
[Signature]
Notary Public

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 ___ day of _____, 2013 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.



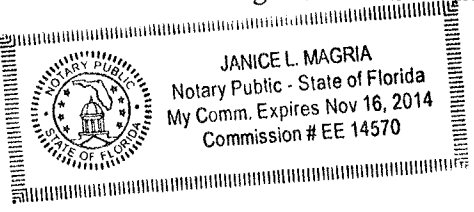
[Signature]
Notary Public

COAST DENTAL OF NEVADA, INC.

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

STATE OF Florida)
County of Hillsborough) ss.


On this ___ day of _____, 2013 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.



Notary Public J. Magria

Accepted and Agreed:

GOLDMAN SACHS BANK USA, as Secured Party

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

SCHEDULE I
to
ACKNOWLEDGEMENT OF TRADEMARK COLLATERAL LIEN

US TRADEMARKS BY ENTITY			
<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK NAME</u>	<u>ENTITY</u>
85,918,770	Pending	PURESMILE	DDSLAB, INC.

FOREIGN TRADEMARKS BY ENTITY			
<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>	<u>TRADEMARK NAME</u>	<u>ENTITY</u>
831215925 (Brazil)	1/4/2012	FIERCE	DDSLAB, INC.
2259930 (India)	1/2/2012	FIERCE	DDSLAB, INC.
15,552,782 (Canada)	11/18/2011	GOSONIC	DENTIST RX, LLC