

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Young Dental Manufacturing I, LLC		05/30/2014	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation, as agent		
Street Address:	245 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 37			
Property Type	Number	Word Mark	
Registration Number:	3825054	BIREX	
Serial Number:	86112077	CHEETAH CHERRY	
Registration Number:	4074724	CHOCOLATE CHOW	
Registration Number:	4074726	GROWLIN' GRRRAPE	
Registration Number:	4074725	HAPPY HIPPO CAKE	
Registration Number:	3766970	PROPHY PAL	
Registration Number:	3836805	PURIT	
Registration Number:	4074723	SPEARMINT SAFARI	
Registration Number:	3037232	TURBO PROPHY CUP	
Registration Number:	4074722	TURTLE MELON	
Serial Number:	86024626	VERA	
Serial Number:	86024631	VERA BY YOUNG	
Registration Number:	3978785	ZOOBY	
Registration Number:	1940092	CARE-FREE	
Registration Number:	1071240	DENTICATOR	
Registration Number:	2345725	DENTI-GATOR	
Registration Number:	2526533	DENTI-ROO	
Registration Number:	3098096	DH/NYCLAVE	
Registration Number:	2832160	D-LISH	
TRADEMARK			

CH \$940.00 3825054

Property Type	Number	Word Mark
Registration Number:	1940093	EZ-PAK
Registration Number:	2288162	FANG DANGO
Registration Number:	2268706	FESTIVAL
Registration Number:	1277813	GEL-TIN
Registration Number:	2287396	LIBERTY
Registration Number:	1385724	MAGNASIL
Registration Number:	1953869	
Registration Number:	4135117	NO-TRACE
Registration Number:	3098095	NYCLAVE
Registration Number:	0699916	PICK-A-DENT
Registration Number:	1192694	PRO CARE
Registration Number:	1021451	SPIREX
Registration Number:	0358971	THE DENTICATOR
Registration Number:	0796812	TIP-A-DENT
Registration Number:	3098097	TRACE
Registration Number:	1172125	TRIPLE SEAL
Registration Number:	1734607	TS2
Registration Number:	2176827	YOUNG JUNIOR

CORRESPONDENCE DATA

Fax Number: 3125585700

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

Phone: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 4200

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	13322-8
NAME OF SUBMITTER:	Laura Konrath
SIGNATURE:	/Laura Konrath/
DATE SIGNED:	06/04/2014

Total Attachments: 8

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 30th day of May, 2014 by YOUNG DENTAL MANUFACTURING I, LLC, a Missouri limited liability company (“**Grantor**”), in favor of ARES CAPITAL CORPORATION, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Young Innovations, Inc., a Missouri corporation and the parent of Grantor as “**Borrower**”, the financial institutions party thereto from time to time as Lenders and Grantee, as Agent, have entered into a certain Second Lien Credit Agreement dated as of May 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrower (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of a certain Second Lien Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor, the Borrower and the other loan parties thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, including by joinder, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all 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 Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all 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 Guarantee and Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Grantee pursuant to the Guarantee and Collateral Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral (as defined below) made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between the provisions of this Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior

grant pursuant to the Guarantee and Collateral 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 A 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 such Trademark; and
- (ii.) all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

4. Termination. This Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the Payment in Full (as defined in the Credit Agreement) of the Obligations (as defined in the Credit Agreement). Upon the termination of this Agreement, Grantee shall, at Grantor's sole cost and expense, execute all customary documents, make all filings, and take all other actions reasonably requested by Grantor, all in form reasonably satisfactory to Grantee, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein, all without representation or warranty.

5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single document.

6. Governing Law. This Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.


7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Agent pursuant to or in connection with

this Agreement, certain terms of this Agreement and the exercise of certain rights and remedies by the Agent in connection herewith are subject to the provisions of the Intercreditor Agreement dated as of May 30, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Madison Capital Funding LLC, as the First Lien Agent, Ares Capital Corporation, as Second Lien Agent, and the Loan Parties. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall control.

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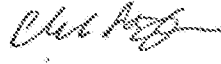
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**YOUNG DENTAL MANUFACTURING I,
LLC**, a Missouri limited liability company

By: 
Name: Julia Carter
Title: Vice President and Assistant Secretary

Agreed and Accepted
As of the Date First Written Above:

ARES CAPITAL CORPORATION,
as Agent

By: 
Name: MARK AFFOLTER
Title: AUTHORIZED SIGNATORY

Schedule A

Trademark Registrations and Applications

Trademark	Current Owner/Applicant	Status	App. #	Filing Date	Reg. #	Reg. Date
BIREX	Young Dental Manufacturing I, LLC	Registered	77/899298	22-Dec-2009	3825054	27-Jul-2010
CHEETAH CHERRY	Young Dental Manufacturing I, LLC	Pending ▶ Intent to Use	86/112077	06-Nov-2013	—	—
CHOCOLATE CHOW	Young Dental Manufacturing I, LLC	Registered	85/009185	08-Apr-2010	4074724	20-Dec-2011
GROWLIN' GRRRAPE	Young Dental Manufacturing I, LLC	Registered	85/009232	08-Apr-2010	4074726	20-Dec-2011
HAPPY HIPPO CAKE	Young Dental Manufacturing I, LLC	Registered	85/009202	08-Apr-2010	4074725	20-Dec-2011
PROPHY PAL	Young Dental Manufacturing I, LLC	Registered	77/802651	12-Aug-2009	3766970	30-Mar-2010
PURIT	Young Dental Manufacturing I, LLC	Registered	77/785039	20-Jul-2009	3836805	24-Aug-2010
SPEARMINT SAFARI	Young Dental Manufacturing I, LLC	Registered	85/009152	08-Apr-2010	4074723	20-Dec-2011
TURBO PROPHY CUP	Young Dental Manufacturing I, LLC	Registered	76/589488	30-Apr-2004	3037232	03-Jan-2006
TURTLE MELON	Young Dental Manufacturing I, LLC	Registered	85/009134	08-Apr-2010	4074722	20-Dec-2011
VERA	Young Dental Manufacturing I, LLC	Pending ▶ Intent to Use	86/024626	31-Jul-2013	—	—
VERA BY YOUNG	Young Dental Manufacturing I, LLC	Pending ▶ Intent to Use	86/024631	31-Jul-2013	—	—
ZOOPY	Young Dental Manufacturing I, LLC	Registered	77/818721	02-Sep-2009	3978785	14-Jun-2011
CARE-FREE	Young Dental Manufacturing I, LLC	Registered	74/627506	30-Jan-95	1940092	5-Dec-95

Trademark	Current Owner/Applicant	Status	App. #	Filing Date	Reg. #	Reg. Date
DENTICATOR	Young Dental Manufacturing I, LLC	Registered	73/063550	19-Sep-75	1071240	16-Aug-77
DENTI-GATOR (& Design)	Young Dental Manufacturing I, LLC	Registered	75/762006	27-Jul-99	2345725	25-Apr-00
DENTI-ROO (&Design)	Young Dental Manufacturing I, LLC	Registered	75/762005	27-Jul-99	2526533	8-Jan-02
DH/NYCLAVE	Young Dental Manufacturing I, LLC	Registered	78/652440	16-Jun-05	3098096	30-May-06
D-LISH	Young Dental Manufacturing I, LLC	Registered	78/264681	19-Jun-03	2832160	13-Apr-04
EZ-PAK	Young Dental Manufacturing I, LLC	Registered	74/627507	30-Jan-95	1940093	5-Dec-95
FANG DANGO	Young Dental Manufacturing I, LLC	Registered	75/328142	21-Jul-97	2288162	19-Oct-99
FESTIVAL	Young Dental Manufacturing I, LLC	Registered	75/469666	17-Apr-98	2268706	10-Aug-99
GEL-TIN ¹	Young Dental Manufacturing I, LLC	Registered	73/409504	17-Jan-83	1277813	15-May-84
LIBERTY	Young Dental Manufacturing I, LLC	Registered	75/469667	17-Apr-98	2287396	19-Oct-99
MAGNASIL	Young Dental Manufacturing I, LLC	Registered	73/552521	8-Aug-85	1385724	11-Mar-86
MISCELLANEO US DESIGN (DPA GREEN)	Young Dental Manufacturing I, LLC	Registered	74/027702	12-Feb-90	1953869	6-Feb-96
NO-TRACE	Young Dental Manufacturing I, LLC	Registered	85/410900	30-Aug-11	4135117	1-May-12
NYCLAVE	Young Dental Manufacturing I, LLC	Registered	78/652436	16-Jun-05	3098095	30-May-06
PICK-A-DENT	Young Dental Manufacturing I, LLC	Registered	72/070767	2-Apr-59	699916	21-Jun-60

¹ This registration is due for renewal on May 15, 2014; a 6-month grace period is available until November 15, 2014.

Trademark	Current Owner/Applicant	Status	App. #	Filing Date	Reg. #	Reg. Date
PRO CARE	Young Dental Manufacturing I, LLC	Registered	73/229711	31-Aug-79	1192694	30-Mar-82
SPIREX	Young Dental Manufacturing I, LLC	Registered	73/038933	6-Dec-74	1021451	30-Sep-75
THE DENTICATOR	Young Dental Manufacturing I, LLC	Registered	71/405147	11-Apr-38	358971	26-Jul-38
TIP-A-DENT	Young Dental Manufacturing I, LLC	Registered	72/207768	8-Dec-64	796812	28-Sep-65
TRACE	Young Dental Manufacturing I, LLC	Registered	78/652443	16-Jun-05	3098097	30-May-06
TRIPLE SEAL	Young Dental Manufacturing I, LLC	Registered	73/245603	10-Jan-80	1172125	6-Oct-81
TS2	Young Dental Manufacturing I, LLC	Registered	74/253229	9-Mar-92	1734607	24-Nov-92
YOUNG JUNIOR	Young Dental Manufacturing I, LLC	Registered	75/322186	10-Jul-97	2176827	28-Jul-98