

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348903

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DECA DENTAL MANAGEMENT, LLC	FORMERLY Ideal Dental Management Group, LLC	07/21/2015	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, as Administrative Agent		
Street Address:	150 S. Wacker Drive, 5th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	86343146	YOUR NEIGHBORHOOD DENTAL OFFICE	
Serial Number:	86493995	IDEAL SMILES	
Serial Number:	86493994	CD MILESTONE DENTAL	
Serial Number:	86493991	CD CORNERSTONE DENTAL & ORTHODONTICS	
Serial Number:	86671195	M METROCARE DENTAL PLAN	
Serial Number:	86671202	DECA DENTAL GROUP	
CORRESPONDENCE DATA			
Fax Number:	3129200333		
<i>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.</i>			
Phone:	312.849.3672		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Ryan D. Taylor, McGuireWoods		
Address Line 1:	77 West Wacker Drive, Suite 4400		
Address Line 4:	Chicago, ILLINOIS 60601-1818		
ATTORNEY DOCKET NUMBER:	2062758-0032		
NAME OF SUBMITTER:	Ryan D. Taylor		
SIGNATURE:	/Ryan D. Taylor/		
DATE SIGNED:	07/22/2015		

OP \$165.00 86343146

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of July 21, 2015, by DECA DENTAL MANAGEMENT, LLC, a Texas limited liability company (f/k/a Ideal Dental Management Group, LLC) (“Grantor”), in favor of GOLUB CAPITAL LLC, a Delaware limited liability company, as Administrative Agent (the “Administrative Agent”).

This Agreement refers to (a) a Credit Agreement dated as of July 21, 2015, entered into among the Grantor, as Borrower, the other Loan Parties and Provider Clinic Entities party thereto, the financial institutions who are or become parties thereto as Lenders, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have agreed to make certain extensions of credit to the Borrower; and (b) a Security Agreement dated as of July 21, 2015, entered into among Grantor, as a “Grantor” thereunder, the other Persons who are or become parties thereto as “Grantors” thereunder, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the “Security Agreement”). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Security Agreement, as applicable.

Pursuant to the terms of the Credit Agreement, the Security Agreement and certain other Loan Documents, the Obligations of the Borrower and other Loan Parties under the Credit Agreement are secured.

Pursuant to the Security Agreement, Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Secured Parties, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Security Agreement, Grantor does hereby grant to Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith (though excluding any “intent to use” trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office);
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 hereto, together with all goodwill associated therewith (but in

each case only to the extent permitted by terms of the applicable license, and provided the grant of a security interest in such license would not result in the loss of rights or a create a default thereunder); and

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 hereto (items (1) through (3) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Security Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

DECA DENTAL MANAGEMENT, LLC

By: 

Name: Salman Ahmed, DMD

Title: Chief Executive Officer

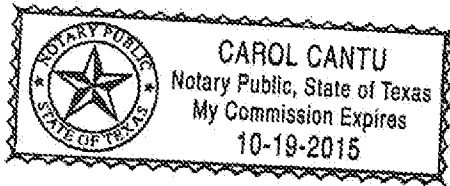
Signature page to Trademark Security Agreement

**TRADEMARK
REEL: 005582 FRAME: 0853**

STATE OF Texas)
) ss:
COUNTY OF Dallas)

On this 18th day of July, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Grantor, and which executed the above instrument, and that he signed his name thereto by authority of the board of directors or similar governing of said entities.

(SEAL)





Notary
My Commission Expires:

SCHEDULE 1

TRADEMARK COLLATERAL

Trademarks, Trademark Applications, and Trademark Licenses:

1. Registered Texas Trademark No. 801095710, dated April 9, 2009, in respect of the mark “Ideal Dental & Orthodontics”. This registration expires April 9, 2019.
2. Registered Texas Trademark No. 801399153, dated March 28, 2011, in respect of the mark “Deca Dental Group”. This registration expires March 28, 2011.
3. Federal Trademark Application No. 86343146, dated July 21, 2014, in respect of the mark “Your Neighborhood Dental Office.”
4. Federal Trademark Application No. 86493995, dated January 1, 2015, in respect of “Ideal Smiles”.
5. Federal Trademark Application No. 86493994, dated January 1, 2015, in respect of “Milestone Dental”.
6. The Deca Entities filed a federal trademark application for “Cornerstone Dental” (Federal Trademark Application No. 86493991) on January 1, 2015, and have decided not to pursue this application.
7. Federal Trademark Application No. 86671195, dated June 23, 2015, in respect of “MetroCare Dental Plan”.
8. Federal Trademark Application No. 86671202, dated June 23, 2015, in respect of “Deca Dental Group”.
9. Common law trademark for “Cornerstone Dental.”