

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM358037

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAMILIA DEVELOPMENT, LLC		06/03/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	10 South Wacker Drive		
Internal Address:	16th floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3779160	FAMILIA DENTAL	
Registration Number:	3657665	ENJOY YOUR SMILE	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<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:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Joel Schaider		
Address Line 1:	Reed Smith, LLP		
Address Line 2:	10 South Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Joel Schaider		
SIGNATURE:	/Joel Schaider/		
DATE SIGNED:	10/08/2015		
Total Attachments: 4			
source=Wells Fargo - Familia - Grant of Trademark Security Interest executed #page1.tif			
source=Wells Fargo - Familia - Grant of Trademark Security Interest executed #page2.tif			

OP \$65.00 3779160

source=Wells Fargo - Familia - Grant of Trademark Security Interest executed #page3.tif

source=Wells Fargo - Familia - Grant of Trademark Security Interest executed #page4.tif

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, FAMILIA DEVELOPMENT, LLC, a Delaware limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Credit Agreement dated as of June 3, 2015 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) by and between Wells Fargo Bank, National Association, a national banking association, with a place of business located at 10 S. Wacker Drive, 16th Floor, Chicago, IL 60606, individually as lender (in such capacity, “**Lender**”) and Familia Development, LLC, an Illinois limited liability company (“**Borrower**”), Lender has made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend credit to Borrower. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement; and

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Hedging Agreements**”) with Lender or Affiliates of Lender at the time such Hedging Agreements are entered into (in such capacity, collectively, “**Hedge Counterparties**”); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of June 3, 2015 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Lender and the other grantors named therein, Grantor has created in favor of Lender a security interest in, and Lender has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Lender pursuant to the Security Agreement, Grantor hereby grants to Lender a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

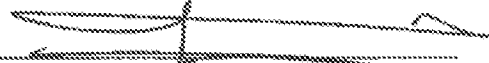
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

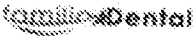
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

FAMILIA DEVELOPMENT, LLC

By: 
Name: Koushan H. Azad, D.M.D.
Title: President

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
Familia Development, LLC	FAMILIA DENTAL and Design 	3779160	April 20, 2010
Familia Development, LLC	ENJOY YOUR SMILE enjoy your smile	3657665	July 21, 2009