

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TURNING SOLUTIONS, INC.		12/14/2015	CORPORATION: CALIFORNIA
DENTAL LABORATORY MILLING SUPPLIES, L.L.C.		12/14/2015	LIMITED LIABILITY COMPANY: ARIZONA
CREATIVE DENTAL LAB, LLC		12/14/2015	LIMITED LIABILITY COMPANY: ARIZONA
DENTAL MILLING SOLUTIONS, LLC		12/14/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FCP FUND II, L.P.		
Street Address:	1620 Dodge Street		
Internal Address:	Suite 800		
City:	Omaha		
State/Country:	NEBRASKA		
Postal Code:	68102		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3777883	ZDENT	
Registration Number:	3671985	CRYSTAL	
Registration Number:	3703811	MICRO SINTER WAVE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	414-298-8185		
Email:	tmadmin@reinhardtllaw.com		
Correspondent Name:	Daniel E. Kattman		
Address Line 1:	1000 N Water St.		
Address Line 2:	Suite 1900		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	032205-0015		

CH \$90.00 3777883

NAME OF SUBMITTER:	Daniel E. Kattman
SIGNATURE:	/dek/
DATE SIGNED:	02/08/2016
Total Attachments: 7 source=Executed Trademark Security Agreement (Project Dental) (12.14.15)#page1.tif source=Executed Trademark Security Agreement (Project Dental) (12.14.15)#page2.tif source=Executed Trademark Security Agreement (Project Dental) (12.14.15)#page3.tif source=Executed Trademark Security Agreement (Project Dental) (12.14.15)#page4.tif source=Executed Trademark Security Agreement (Project Dental) (12.14.15)#page5.tif source=Executed Trademark Security Agreement (Project Dental) (12.14.15)#page6.tif source=Executed Trademark Security Agreement (Project Dental) (12.14.15)#page7.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (“Agreement”), dated as of December 14, 2015, is made by and among **TURNING SOLUTIONS, INC.**, a California corporation, **DENTAL LABORATORY MILLING SUPPLIES, L.L.C.**, an Arizona limited liability company, **CREATIVE DENTAL LAB, LLC**, an Arizona limited liability company, and **DENTAL MILLING SOLUTIONS, LLC**, a Delaware limited liability company (separately and collectively, the “Debtor”), and **FCP FUND II, L.P.**, a Delaware limited partnership, as collateral agent for the Lenders (defined below) (in such capacity, the “Secured Party”).

Recitals

A. Debtor, as borrowers, the lenders party thereto (the "Lenders") and the Secured Party, are parties to a Senior Subordinated Loan Agreement of even date herewith (as the same may be amended, supplemented or restated from time to time, the “Loan Agreement”) setting forth the terms on which the Lenders may now or hereafter extend credit to or for the account of the Debtor.

B. As a condition to extending credit to or for the account of the Debtor, the Lenders require the execution and delivery of this Agreement by the Debtor.

NOW THEREFORE, in consideration of the mutual covenants contained in the Transaction Documents and herein, the parties hereby agree as follows:

Agreement

1. Definitions. All terms capitalized but not defined in this Agreement shall have the same meanings set forth in the Loan Agreement.

2. Grant of Security Interest. In consideration of the mutual agreements set forth in this Agreement and in the Loan Agreement, Debtor irrevocably pledges, assigns, and grants to Secured Party a continuing security interest, with power of sale to the extent permitted by law, in Debtor’s entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A and incorporated by this reference and the trademarks, and renewals thereof, and all licenses, income, royalties, damages, and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes individually and/or collectively referred to as the “Trademarks”); all rights corresponding to any of the foregoing throughout the world and the goodwill of Debtor’s business connected with the use of and symbolized by the Trademarks.

3. Representations, Warranties and Agreements. Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Debtor is duly formed, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary action on the part of Debtor.

(b) **Trademarks.** Schedule A accurately lists all Trademarks owned or controlled by Debtor as of the date of this Agreement and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining to the Trademarks as of the date of this Agreement. If after the date of this Agreement, Debtor owns or controls any Trademarks not listed on Schedule A or if Schedule A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Debtor shall promptly provide written notice to Secured Party with a replacement Schedule A, which upon acceptance by Secured Party shall become part of this Agreement. The provisions of this Agreement shall automatically apply to any existing Trademarks of which Debtor has not previously informed Secured Party or to which Debtor becomes entitled to the benefit, which benefit is not in existence on the date of this Agreement.

(c) **Affiliates.** As of the date of this Agreement, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Debtor, constitute Trademarks. If after the date of this Agreement any Affiliate owns, controls, or has a right to have assigned to it any such items, then Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Debtor; or (ii) notify Secured Party of such item(s) and cause such Affiliate to execute and deliver to Secured Party trademark security agreement substantially in the form of this Agreement.

(d) **Title.** Debtor has absolute title to each Trademark listed on Schedule A, free and clear of all liens, except for the security interest in favor of the Senior Lender securing the Senior Lender Debt and other liens permitted by the Loan Agreement. Debtor (i) will have, at the time Debtor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all liens, except for the security interest in favor of the Senior Lender securing the Senior Lender Debt and other liens permitted by the Loan Agreement and (ii) will keep all Trademarks free and clear of all liens, except for the security interest in favor of the Senior Lender securing the Senior Lender Debt and other liens permitted by the Loan Agreement.

(e) **No Sale.** Except as permitted by the Loan Agreement, Debtor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest in the Trademarks, without Secured Party's prior written consent, unless Debtor determines in its reasonable business judgment that any such Trademarks are no longer useful in the business of such Debtor.

(f) **Defense.** Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons.

(g) **Maintenance.** Debtor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of at least thirty (30) days, to allow Secured Party to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written

power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable, unless such Debtor determines in its reasonable business judgment that such Trademarks are no longer useful in the business of such Debtor.

(h) **Product Quality.** Debtor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuance of an Event of Default, Debtor agrees that Secured Party, or a conservator appointed by Secured Party, shall have the right to establish such additional product quality controls as Secured Party, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Secured Party under the Trademarks.

(i) **Secured Party's Right to Take Action.** If Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of thirty (30) calendar days after Secured Party gives Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Debtor notifies Secured Party that it intends to abandon a Trademark, Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtor shall pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Secured Party at the Default Interest Rate.

(k) **Power of Attorney.** To facilitate Secured Party's taking action under subsection (i) and exercising its rights under Section 6, Debtor irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Debtor under this Section 3, or, necessary for Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. Debtor ratifies all that such attorney shall lawfully do or cause to be done by virtue of this Agreement. The power of attorney granted in this Agreement shall terminate upon the payment and performance in full of all obligations under the Loan Agreement.

4. **Debtor's Use of the Trademarks.** Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from using the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (“Event of Default”): (a) an Event of Default, as defined in the Loan Agreement, shall occur; or (b) Debtor shall fail promptly to observe or perform any covenant or agreement in this Agreement binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Secured Party may, or at the direction of the Required Lenders, shall at its option, take any or all of the following actions:

(a) Secured Party may exercise any or all remedies available under the Transaction Documents.

(b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Secured Party may enforce the Trademarks and any licenses under the Trademarks, and if Secured Party shall commence any suit for such enforcement, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth in this Agreement shall be borne by Debtor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys’ fees and legal expenses, incurred by Secured Party in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Debtor.

8. Further Assurances. Debtor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Secured Party shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth in this Agreement.

9. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the security interest granted in this Agreement can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party’s rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party’s option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Secured Party shall not be obligated to preserve any rights Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtor and Secured Party and their respective participants, successors and assigns and shall take effect when signed by Debtor and delivered to Secured Party, and Debtor waives notice of Secured Party’s acceptance of this Agreement. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of

Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Missouri without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained in this Agreement or prescribed by this Agreement. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the obligations under the Loan Agreement.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Balance of this page left blank; signatures to follow.]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

"Debtor"

TURNING SOLUTIONS, INC.

By: David F. McLeese
David McLeese, Vice President

DENTAL LABORATORY MILLING
SUPPLIES, L.L.C.

By: David F. McLeese
David McLeese, Vice President

CREATIVE DENTAL LAB, LLC

By: David F. McLeese
David McLeese, Vice President

DENTAL MILLING SOLUTIONS, LLC

By: David F. McLeese
David McLeese, Vice President

"Secured Party"

FCP FUND II, L.P.

By: FCP General Partner II, LLC, its general partner

By: David F. McLeese
David F. McLeese, a Manager

EXHIBIT A
TRADEMARKS

<u>Trademark Owner</u>	<u>Jurisdiction</u>	<u>Trademark No.</u>	<u>Mark</u>
Dental Laboratory Milling Supplies, LLC	USPTO	3777883	ZDENT
Dental Laboratory Milling Supplies, LLC	USPTO	3671985	CRYSTAL
Micro Sintering Solutions, LLC**	USPTO	3703811	MICRO SINTER WAVE

** Dental Laboratory Milling Supplies, L.L.C. is purchasing substantially all of the assets of Micro Sintering Solutions, LLC, including without limitation, the third trademark above, pursuant to the terms of that certain Asset Purchase Agreement dated as of the date hereof, by and between Dental Laboratory Milling Supplies, L.L.C. and Micro Sintering Solutions, LLC.