

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389115

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CDC Dental Management Co., LLC		06/23/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Caltius Partners V, LP		
Street Address:	c/o Caltius Capital Management, LP		
Internal Address:	11766 Wilshire Blvd., Suite 850		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3459894	KIDS CARE DENTAL GROUP	
Registration Number:	4888081	KIDS CARE DENTAL	
Registration Number:	4920813	KIDS CARE DENTAL	
Serial Number:	86599039	TRUE CARE	
CORRESPONDENCE DATA			
Fax Number:	3035923140		
<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:	303.592.3128		
Email:	genevieve.reed@bartlit-beck.com		
Correspondent Name:	Genevieve Reed		
Address Line 1:	Bartlit Beck et al, 1899 Wynkoop Street		
Address Line 2:	8th Floor		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	DAVID WRIGHT		
SIGNATURE:	/David Wright/		
DATE SIGNED:	06/23/2016		
Total Attachments: 5			

OP \$115.00 3459894

source=Kids Care - Trademark Security Agreement#page1.tif
source=Kids Care - Trademark Security Agreement#page2.tif
source=Kids Care - Trademark Security Agreement#page3.tif
source=Kids Care - Trademark Security Agreement#page4.tif
source=Kids Care - Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made June 23, 2016 by the undersigned ("Grantor"), in favor of Caltius Partners V, LP, in its capacity as agent ("Agent") for Caltius Partners V, LP, Caltius Partners V-A, LP, Caltius Partners Executive V, LP and (collectively with their respective successors and assigns, the "Holders").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Investment Agreement of even date herewith among the Grantor, CDC DPM Holding, LLC, a Delaware limited liability company, the Holders and the Agent (including all annexes, exhibits or schedules thereto, and as amended, restated, supplemented or otherwise modified from time to time, the "Investment Agreement"), the Agent and Holders have agreed to purchase Notes for the benefit of Grantor;

WHEREAS, the Agent, Grantor and certain other Persons are parties to that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to the Agent, for itself and the ratable benefit of the Holders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

ARTICLE I. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

ARTICLE II. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Agent, on behalf of itself and the Holders, a continuing first priority 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 (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the UCC) (collectively, the "Trademark Collateral"):

Section 2.1 all of its registered Trademarks set forth on Schedule I hereto;

Section 2.2 all reissues, continuations or extensions of the foregoing;

Section 2.3 subject to the Collateral Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

Section 2.4 subject to the Collateral Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

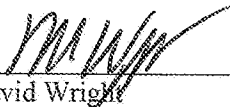
ARTICLE III. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, on behalf of itself and the Holders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security

interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature page follows]

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

CDC DENTAL MANAGEMENT CO., LLC a Delaware
limited liability company

By: 
Name: David Wright
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

CALTUS PARTNERS V, LP, as Agent
By: CP V, LP, its general partner

By: _____
Name: Gregory Howorth
Title: Managing Director

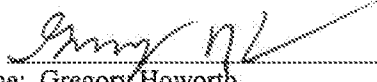
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CDC DENTAL MANAGEMENT CO., LLC a Delaware
limited liability company

By: _____
Name: David Wright
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

CALTIUS PARTNERS V, LP, as Agent
By: CP V, LP, its general partner

By:  _____
Name: Gregory Howorth
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark	Application Number	Application Date	Serial Number	Registration Number	Registration Date
Kids Care Dental Group			77-391656	3,459,894	7/1/2008
Kids Care Dental			86-527719	4,888,081	1/19/2016
Kids Care Dental and Design			86-527720	4,920,813	3/22/2016
True Care		4/15/15	86-599039		

4846-6386-5393, v. 5

4846-6386-5393.v5

RECORDED: 06/23/2016

TRADEMARK
REEL: 005820 FRAME: 0911