

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADG, LLC		09/28/2016	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2407182	GREAT EXPRESSIONS DENTAL CENTERS	
Registration Number:	2412950	GREAT EXPRESSIONS	
Registration Number:	3258754	LOOK FOR THE SMILE ABOVE OUR NAME	
Registration Number:	3261027		
Registration Number:	4138478	NANSTON	
Registration Number:	4256157	GREAT EXPRESSIONS DENTAL CENTERS	
Registration Number:	4839586	SMILE PROTECTION PLAN	
Serial Number:	86824878	THE POWER OF ONE	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		

CH \$215.00 2407182

ATTORNEY DOCKET NUMBER:	11668.218 First Lien
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	09/28/2016

Total Attachments: 5

source=A07. GEDC - First Lien Trademark Security Agreement (EXECUTED)#page1.tif
source=A07. GEDC - First Lien Trademark Security Agreement (EXECUTED)#page2.tif
source=A07. GEDC - First Lien Trademark Security Agreement (EXECUTED)#page3.tif
source=A07. GEDC - First Lien Trademark Security Agreement (EXECUTED)#page4.tif
source=A07. GEDC - First Lien Trademark Security Agreement (EXECUTED)#page5.tif

FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of September 28, 2016, is between ADG, LLC, a Michigan limited liability company (“Grantor”), and ARES CAPITAL CORPORATION, as Administrative Agent (in such capacity, “Grantee”), for the benefit of itself, all financial institutions that from time to time become lenders (the “Lenders”) under the Credit Agreement (as hereinafter defined) and the other Secured Parties. The capitalized terms not otherwise defined in this Trademark Security Agreement shall have the meanings set forth in the Credit Agreement.

RECITALS

WHEREAS, Grantor owns the federal Trademark registrations and Trademark applications for registration listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into that certain First Lien Credit Agreement dated as of even date herewith (as the same may be amended, amended and restated, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with (i) RC GEDC FinanceSub LLC, a Delaware limited liability company (to be merged with and into OPE GEDC Holdings Inc., a Delaware corporation (the “Initial Borrower”), (ii) following the effectiveness of Assumption, Grantor (the “Principal Borrower”; together with the Initial Borrower and such other Persons who may from time to time execute and deliver a Loan Party Joinder Agreement (as defined in the Credit Agreement) pursuant to which such Person shall join in the execution thereof and each of the other Loan Documents as a “Borrower” thereunder, each a “Borrower” and collectively the “Borrowers”), (iii) the other Loan Parties from time to time party thereto, the (iv) Lenders and (v) Grantee providing for extensions of credit and other financial accommodations to be made to the Borrowers by Lenders; and

WHEREAS, pursuant to the terms of that certain First Lien Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee for the benefit of Administrative Agent, Lenders and the other Secured Parties, a security interest in the Collateral, including all right, title and interest of Grantor in, to and under the Trademarks (other than Trademarks that constitute Excluded Property (as defined in the Security Agreement)), and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with Grantee as follows:

Grantor does hereby grant to Grantee, for the ratable benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”):

- (1) each Trademark, Trademark registration and Trademark application owned by Grantor, including, without limitation, the U.S. federal Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto; and

(2) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark owned by Grantors including, without limitation, the U.S. federal Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto.

Notwithstanding the foregoing, no security interest shall be granted under this Trademark Security Agreement and the Trademark Collateral shall not include any Excluded Property (as defined in the Security Agreement), including any "intent to use" Trademark applications for which a statement of use has not been filed and accepted (but only until such statement of use is filed and accepted).

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and 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. In the event of any conflict between this Trademark Security Agreement and any provision of the Security Agreement, the Security Agreement shall control.

Upon the Termination Date, at Grantor's sole cost and expense, without recourse to or warranty by Grantee, Grantee shall execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form and in form and substance reasonably acceptable to Grantor releasing the security interest in the Trademark Collateral under this Trademark Security Agreement, and the security interest in and to Grantor's right, title and interest in, to and under the Trademark Collateral pursuant to this Trademark Security Agreement shall automatically and immediately terminate and all rights shall automatically and immediately revert to Grantor.

This Trademark Security Agreement may be executed in any number of 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.

[Remainder of page intentionally left blank; signature page follows]

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

ADG, LLC

By:

Name: Donald Klacking

Its: Treasurer and Chief Financial Officer

Acknowledged:

ARES CAPITAL CORPORATION,
as Administrative Agent

By: _____





Name:

Title:

Mitchell Goldstein
Authorized Signatory

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	App. No.	App. Date	Reg. No.	Reg. Date
GREAT EXPRESSIONS DENTAL CENTERS 	75639907	12-Feb-1999	2407182	21-Nov-2000
GREAT EXPRESSIONS	75580820	2-Nov-1998	2412950	12-Dec-2000
LOOK FOR THE SMILE ABOVE OUR NAME	78965082	31-Aug-2006	3258754	3-Jul-2007
(Design) 	78965102	31-Aug-2006	3261027	10-Jul-2007
NANSTON	85416532	7-Sep-2011	4138478	8-May-2012
GREAT EXPRESSIONS DENTAL CENTERS 	85429621	22-Sep-2011	4256157	11-Dec-2012
SMILE PROTECTION PLAN	86385613	4-Sep-2014	4839586	27-Oct-2015
THE POWER OF ONE 	86824878	18-Nov-2015		

TRADEMARK APPLICATIONS

None.