

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400026

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ADG, LLC		09/28/2016	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	245 PARK AVENUE		
<b>Internal Address:</b>	44TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2407182	GREAT EXPRESSIONS DENTAL CENTERS	
<b>Registration Number:</b>	2412950	GREAT EXPRESSIONS	
<b>Registration Number:</b>	3258754	LOOK FOR THE SMILE ABOVE OUR NAME	
<b>Registration Number:</b>	3261027		
<b>Registration Number:</b>	4138478	NANSTON	
<b>Registration Number:</b>	4256157	GREAT EXPRESSIONS DENTAL CENTERS	
<b>Registration Number:</b>	4839586	SMILE PROTECTION PLAN	
<b>Serial Number:</b>	86824878	THE POWER OF ONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572919		
<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>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	klathrop@proskauer.com		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2049 CENTURY PARK EAST, SUITE 3200		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		

CH \$215.00 2407182

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

**Total Attachments: 6**

source=B05. GEDC - Second Lien Trademark Security Agreement (EXECUTED)#page1.tif

source=B05. GEDC - Second Lien Trademark Security Agreement (EXECUTED)#page2.tif

source=B05. GEDC - Second Lien Trademark Security Agreement (EXECUTED)#page3.tif

source=B05. GEDC - Second Lien Trademark Security Agreement (EXECUTED)#page4.tif

source=B05. GEDC - Second Lien Trademark Security Agreement (EXECUTED)#page5.tif

source=B05. GEDC - Second Lien Trademark Security Agreement (EXECUTED)#page6.tif

**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

THIS SECOND 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 (“Ares”), 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 Second 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;

**WHEREAS**, pursuant to the terms of that certain Second 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; and

**WHEREAS**, the Grantor has acknowledged and agreed to that certain Intercreditor Agreement of even date herewith (the same, as it may be amended, restated, amended and restated, supplemented or otherwise modified in accordance with its terms, and in effect from time to time, the “Intercreditor Agreement”) by and among Ares, as first lien agent (in such capacity, the “First Lien Administrative Agent”), and the Grantee, as second lien agent. Pursuant to the terms of the Intercreditor Agreement, the Liens upon and security interests in the Trademark Collateral granted pursuant to this Trademark Security Agreement are and shall be subordinated in the manner provided in the Intercreditor Agreement to the Liens upon and security interests in the Trademark Collateral granted to secure the First Lien Loan Obligations (as defined in the Intercreditor Agreement);

**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.

Notwithstanding anything herein to the contrary, (i) the lien and security interest granted to the Grantee pursuant to, or in connection with this Trademark Security Agreement, and the exercise of any right or remedy by the Grantee hereunder are subject to the provisions of the Intercreditor Agreement and (ii)(x) at any time prior to the First Lien Priority Termination Date or (y) after the Second Lien Priority Termination Date and prior to the Discharge of First Lien Obligations, but not, for the avoidance of doubt, after the First Lien Priority Termination Date but prior to the Second Lien Priority Termination Date (each, as defined in the Intercreditor Agreement), the requirements of this Trademark Security Agreement to deliver Trademark Collateral and certificates, instruments or documents in relation thereto to the Grantee shall be deemed satisfied by delivery of such Trademark Collateral and such certificates, instruments or documents in relation thereto to the First Lien Administrative Agent (as bailee for the Grantee). In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

[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**

<b>Mark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
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.