

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM401603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DENTAL ONE, INC.		10/11/2016	Corporation: DELAWARE
DENTALONE PARTNERS, INC.		10/11/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA, as Collateral Agent		
Street Address:	6011 Connection Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	New York State chartered bank: NEW YORK		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	87108609	ME BECOMES WE	
Serial Number:	78322453	PRECISION ORTHODONTICS	
Serial Number:	78322684	DENTISTRY'S BEST KEPT SECRET	
Serial Number:	77786752	DENTALONE PARTNERS	
Serial Number:	77716145	DENTAL ONE CARE	
Serial Number:	77233702	DENTAL ONE	
Serial Number:	77270787	FREE WHITENING FOR LIFE	
Serial Number:	75279512	DENTALWORKS	
Serial Number:	77276292	DENTALCARE PARTNERS	
Registration Number:	3890498	TRUE SMILES	
Serial Number:	87104525	SMILELOGIX	
Serial Number:	87081749	FLOSS:BLACK	
Serial Number:	87081726	FLOSS:TOUCH	
Serial Number:	87081689	SMILEIQ	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-572-3431
Email: cfraser@kslaw.com
Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	Dental One - 14868.015058
NAME OF SUBMITTER:	Carol Fraser
SIGNATURE:	//Carol Fraser//
DATE SIGNED:	10/11/2016

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 11, 2016, by DENTAL ONE, INC., a Delaware corporation, and DENTALONE PARTNERS, INC., a Delaware corporation, (each a “**Grantor**”), in favor of GOLDMAN SACHS BANK U.S.A., in its capacity as Collateral Agent (the “**Collateral Agent**”) for the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of October 11, 2016, by and among Dental One, Inc. (“**Company Representative**”), Dental Service Syndicate, LLC, a Delaware limited liability company (“**DSS**”) and SmileLogix, Inc., a Delaware corporation (“**SmileLogix**”, and together with Company Representative and DSS, the “**Companies**” and each, a “**Company**”), DENTALONE PARTNERS, INC., a Delaware corporation (“**Holdings**”), certain Subsidiaries of Holdings, as Guarantors, the Lenders party thereto from time to time, and GOLDMAN SACHS BANK USA, as Administrative Agent, Collateral Agent, and Lead Arranger; (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified, the “**Credit Agreement**”), Lenders have agreed to make the Loans and certain financial accommodations to the Companies;

WHEREAS, Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Collateral Agent, for itself and the ratable benefit of the Secured Parties, 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:

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Collateral Agent, on behalf of itself and the Secured Parties, 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 (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and 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 Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent 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.

4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

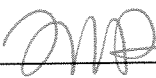
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, each 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.

DENTAL ONE, INC.

By: 
Name: _____
Title: _____

DENTALONE PARTNERS, INC.

By: 
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS BANK U.S.A.,
as Collateral Agent

By: 

Name:

Title:

Greg Watts
Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 005897 FRAME: 0722

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

DENTAL ONE, INC.

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Status
ME BECOMES WE	87108609	July 19, 2016			Pending
PRECISION ORTHODONTICS	78322453	November 3, 2003	3083495	April 18, 2006	Registered
DENTISTRY'S BEST KEPT SECRET	78322684	November 4, 2003	2994312	September 13, 2005	Registered
DENTALONE PARTNERS	77786752	July 22, 2009	3890929	December 14, 2010	Registered
DENTAL ONE CARE	77716145	April 17, 2009	3808208	June 22, 2010	Registered
DENTAL ONE	77233702	July 19, 2007	3456906	July 1, 2008	Registered
FREE WHITENING FOR LIFE	77270787	September 4, 2007	3420956	April 29, 2008	Registered
DENTALWORKS	75279512	April 22, 1997	2206613	December 1, 1998	Registered
DENTALCARE PARTNERS	77276292	September 11, 2007	3548959	December 23, 2008	Registered
TRUE SMILES	7736885	January 10, 2008	3890498	December 14, 2010	Registered

DENTALONE PARTNERS, INC.

Mark	Serial No.	Filing Date	Registration No.	Registration Date	Status
SMILELOGIX	87104525	July 14, 2016			Pending
FLOSS:BLACK	87081749	June 23, 2016			Pending
FLOSS:TOUCH	87081726	June 23, 2016			Pending
SMILEIQ	87081689	June 23, 2016			Pending