

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM410647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
D4C DENTAL BRANDS, INC.		12/21/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT		
Street Address:	245 PARK AVENUE, 44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10167		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4978420	D4C	
Registration Number:	4440361	DENTISTRY FOR CHILDREN	
Registration Number:	4440360	FAMILY ORTHODONTICS	
Serial Number:	87209634		
Serial Number:	87207473	SPECIALISTS IN ORTHODONTICS	
Serial Number:	87205106		
Serial Number:	87199289	WHERE SMILES GROW	
Serial Number:	87203367	WHERE SMILES GROW	
Serial Number:	87187654		
Serial Number:	87172264	FACE ANYTHING	
Serial Number:	87183179	FACE ANYTHING.	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 West Monroe		
Address Line 4:	Chicago, ILLINOIS 60661		

CH \$290.00 4978420

ATTORNEY DOCKET NUMBER:	388900-1
NAME OF SUBMITTER:	Kristin Brozovic
SIGNATURE:	/Kristin Brozovic/
DATE SIGNED:	12/30/2016
Total Attachments: 6 source=Executed Trademark Security Agreement#page1.tif source=Executed Trademark Security Agreement#page2.tif source=Executed Trademark Security Agreement#page3.tif source=Executed Trademark Security Agreement#page4.tif source=Executed Trademark Security Agreement#page5.tif source=Executed Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2016, is made by each of the entities on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Ares Capital Corporation (“ARCC”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers and the other Secured Creditors (as defined in the Security Agreement describe below).

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of December 21, 2016 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto and ARCC, as a Lender and as Administrative Agent for the Lenders and the L/C Issuers, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Credit Agreement to guaranty the Obligations of the Borrower; and

WHEREAS, all of the Grantors are party to a Security Agreement of even date herewith in favor of Administrative Agent (the “Security Agreement”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Creditors a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include any Excluded Asset and no security interest is granted in any Excluded Asset.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions, in each case, as determined in such Grantor's reasonable business judgment, in connection with their Trademarks subject to a security interest hereunder.

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.

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.

[SIGNATURE PAGES FOLLOW]

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.

D4C DENTAL BRANDS, INC., a Delaware corporation, as Grantor

By: _____

Name: Alistair Madle

Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

ARES CAPITAL CORPORATION,
as Administrative Agent

By: 

Name:

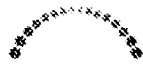
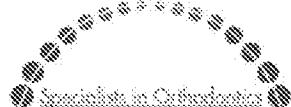
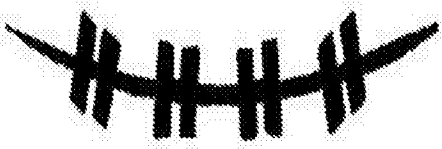
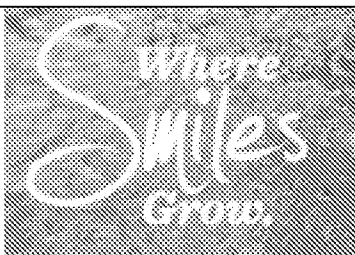

MARK AFFOLTER




Its:

AUTHORIZED SIGNATORY

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Owner	Title	Application No.	Application Date	Registration No.	Registration Date
D4C Dental Brands, Inc.		87209634	10/20/16	N/A	N/A
D4C Dental Brands, Inc.		87207473	10/18/16	N/A	N/A
D4C Dental Brands, Inc.		87205106	10/17/16	N/A	N/A
D4C Dental Brands, Inc.	WHERE SMILES GROW	87199289	10/11/16	N/A	N/A
D4C Dental Brands, Inc.		87203367	10/14/16	N/A	N/A
D4C Dental Brands, Inc.		87187654	9/29/16	N/A	N/A
D4C Dental Brands, Inc.	FACE ANYTHING	87172264	9/15/16	N/A	N/A

D4C Dental Brands, Inc.		87183179	9/26/16	N/A	N/A
D4C Dental Brands, Inc.	D4C	86066610	9/17/13	4978420	6/14/16
Dentistry for Children, Inc.		85974458	7/1/13	4440361	11/26/13
Dentistry for Children, Inc.		85974451	7/1/13	4440360	11/26/13