

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JDC Healthcare Management, LLC		04/10/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Ares Capital Corporation		
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: 11			
Property Type	Number	Word Mark	
Registration Number:	3224460	EL AMIGO DE LA FAMILIA HISPANA!	
Registration Number:	4612439	GIVING REASONS TO SMILE SINCE 1967	
Registration Number:	4985193	JEFFERSON DENTAL CARE	
Registration Number:	3158462	JEFFERSON DENTAL CLINICS	
Registration Number:	4268797	JEFFERSON DENTAL ORTHODONTICS	
Registration Number:	4280512	JEFFERSON ORTHODONTICS	
Registration Number:	4622512	POWER YOUR FUTURE	
Registration Number:	4565323		
Registration Number:	4576992	JEFFERSON DENTAL CLINICS	
Registration Number:	4195387	TU SONRISA LO DICE TODO EN JEFFERSON DEN	
Registration Number:	4618771	YOUR SMILE SAYS IT ALL	
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		

CH \$290.00 3224460

Address Line 1: 2049 CENTURY PARK EAST, SUITE 3200
Address Line 2: C/O KIMBERLEY A. LATHROP
Address Line 4: LOS ANGELES, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 11668.231 TM SA

NAME OF SUBMITTER: Kimberley A. Lathrop

SIGNATURE: /Kimberley A. Lathrop/

DATE SIGNED: 04/10/2017

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “*Agreement*”), effective as of April 10, 2017 is made by the persons signatory hereto or hereafter made a party hereto (the “*Grantor*”), in favor of Ares Capital Corporation, a Maryland corporation (“*ARCC*”), as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, “*Collateral Agent*”).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of April 10, 2017, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among JDC HEALTHCARE MANAGEMENT, LLC, a Texas limited liability company (“*Borrower*”), JEFFERSON MANAGEMENT HOLDINGS, LLC, a Delaware corporation (“*Holdings*”), as a Guarantor, the other Guarantors from time to time party thereto, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), and ARCC, as administrative agent for the Lenders and as Collateral Agent, the Lenders have severally agreed to make loans and other financial accommodations to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other affiliates of the Grantor have executed and delivered the Security Pledge Agreement, dated as of April 10, 2017, in favor of the Collateral Agent (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Pledge Agreement*”);

WHEREAS, pursuant to the Security Pledge Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property constituting Collateral, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, the Grantor's right, title and interest in, to and under all of the Trademarks owned by the Grantor and constituting Collateral, including, without limitation, those listed on Schedule A hereto (collectively, the "***Trademark Collateral***"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations. For the avoidance of doubt, pursuant to the Security Pledge Agreement, it is acknowledged and agreed that any application for a trademark registration that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon shall not be deemed Collateral or Trademark Collateral unless and until such time as the grant of such security interest will not affect the validity of such application for trademark registration.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.


SECTION 5. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance in full of the Secured Obligations. Upon the termination of this Agreement, the Collateral Agent shall at Grantor's cost and expense execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


JDC HEALTHCARE MANAGEMENT, LLC,
a Texas limited liability company

By: 
Name: George Maney
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006030 FRAME: 0895

Ares Capital Corporation,
a Maryland corporation, as Collateral Agent

By:  _____

Name: MARK AFFOLTER
AUTHORIZED SIGNATORY

Title: _____

SCHEDULE A

U.S. Trademarks and Applications

Grantor	Application Number	Reg. Number	Word Mark
JDC Healthcare Management, LLC	78761421	3224460	EL AMIGO DE LA FAMILIA HISPANA!
JDC Healthcare Management, LLC	86047632	4612439	GIVING REASONS TO SMILE SINCE 1967
JDC Healthcare Management, LLC	86686526	4985193	JEFFERSON DENTAL CARE
JDC Healthcare Management, LLC	78761425	3158462	JEFFERSON DENTAL CLINICS
JDC Healthcare Management, LLC	85221248	4268797	JEFFERSON DENTAL ORTHODONTICS
JDC Healthcare Management, LLC	85442413	4280512	JEFFERSON ORTHODONTICS
JDC Healthcare Management, LLC	86140413	4622512	POWER YOUR FUTURE
JDC Healthcare Management, LLC	85915049	4565323	TOOTH DESIGN
JDC Healthcare Management, LLC	85915963	4576992	JEFFERSON DENTAL CLINICS [design only trademark]
JDC Healthcare Management, LLC	85221222	4195387	TU SONRISA LO DICE TODO EN JEFFERSON DENTAL CLINICS
JDC Healthcare Management, LLC	86140363	4618771	YOUR SMILE SAYS IT ALL