

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429821

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NATIONAL DENTEX, LLC		06/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Administrative Agent		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5103242	CLEARFRAME	
Registration Number:	4767923	NSEQUENCE	
Registration Number:	4718114	CLEARDREAM	
Registration Number:	4068518	EZ FLEX	
Registration Number:	3927134	CLEARFRAME	
Registration Number:	2688167	NDX RELIANCE	
Registration Number:	1669800	ORAL ARTS DENTAL LABORATORY	
Registration Number:	5075465	BONE FOUNDATION GUIDE	
Registration Number:	5084013	BONE FOUNDATION GUIDE SYSTEM	
Registration Number:	5000266	GUIDED PROSTHETICS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 N. Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		

CH \$265.00 5103242

Address Line 4:	Chicago, ILLINOIS 60611
ATTORNEY DOCKET NUMBER:	058813-0005
NAME OF SUBMITTER:	Zeynep Gieseke
SIGNATURE:	/zg/
DATE SIGNED:	06/02/2017
Total Attachments: 5 source=Trademark Security Agreement (National Dentex, LLC)#page1.tif source=Trademark Security Agreement (National Dentex, LLC)#page2.tif source=Trademark Security Agreement (National Dentex, LLC)#page3.tif source=Trademark Security Agreement (National Dentex, LLC)#page4.tif source=Trademark Security Agreement (National Dentex, LLC)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2017, is made by the entity listed on the signature page hereof (the "Grantor"), in favor of Capital One, National Association ("Capital One"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 1, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Guarantor Subsidiaries, the Lenders and the L/C Issuers from time to time party thereto, Capital One, as Administrative Agent for the Lenders and the L/C Issuers and Owl Rock Capital Corporation, as Arranger Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of June 1, 2017, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is 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, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, 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.

Section 3. 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 Guaranty and Security Agreement and the 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

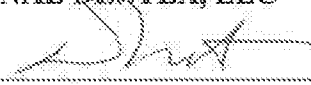
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

Section 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

NATIONAL DENTEX, LLC

By: 

Name: David M. Nuti

Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first written above:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Kevin Blitz
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**Schedule I
to
Trademark Security Agreement**

Trademark Registrations

A. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Record Owner</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CLEARFRAME	U.S.	Registered	National Dentex, LLC	86/827408	11/20/2015	5103242	12/20/2016
NSEQUENCE	U.S.	Registered	National Dentex, LLC	86/433256	10/23/2014	4767923	7/7/2015
CLEARDREAM	U.S.	Registered	National Dentex, LLC	86/293775	5/28/2014	4718114	5/7/2015
EZ FLEX	U.S.	Registered	National Dentex, LLC	85/188958	12/2/2010	4068518	12/6/2011
CLEARFRAME	U.S.	Registered	National Dentex, LLC	85/026259	4/29/2010	3927134	3/1/2011
NDX RELIANCE	U.S.	Registered	National Dentex, LLC	76/330122	10/26/2011	2688167	2/18/2003
ORAL ARTS DENTAL LABORATORY	U.S.	Registered	National Dentex, LLC	74/052885	4/25/1990	1669800	12/24/1991
BONE FOUNDATION GUIDE	U.S.	Registered	National Dentex, LLC	87/029945	5/9/2016	5075465	11/1/2016
BONE FOUNDATION GUIDE SYSTEM	U.S.	Registered	National Dentex, LLC	87/029875	5/9/2016	5084013	11/15/2016
GUIDED PROSTHETICS	U.S.	Registered	National Dentex, LLC	86/323951	6/30/2014	5000266	7/12/2016

B. TRADEMARK APPLICATIONS

None.

C. IP LICENSES

None.