

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Western Dental Services, Inc.		06/30/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87124149	WD WESTERN DENTAL & ORTHODONTICS PROFESS	
CORRESPONDENCE DATA			
Fax Number:	2123037064		
<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:	212.318.6824		
Email:	christinedionne@paulhastings.com		
Correspondent Name:	Christine Dionne c/o Paul Hastings LLP		
Address Line 1:	200 Park Avenue, 28th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	78436.00230		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		
DATE SIGNED:	06/30/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of June 30, 2017 (this “**Agreement**”), among WESTERN DENTAL SERVICES, INC., a California corporation (the “**Grantor**” or the “**WDS Borrower**”), located at 530 S. Main Street, 6th Floor, Orange, CA 92868, and ROYAL BANK OF CANADA (“**RBC**”), as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (i) the Amendment Agreement, dated as of June 30, 2017 (the “**Amendment**”) amending and restating that certain Amended and Restated Credit Agreement (as amended and supplemented from time to time, including by the Amendment, the “**Credit Agreement**”) among WDS Borrower, PREMIER DENTAL SERVICES, INC., a Delaware corporation (the “**PDS Borrower**”), PDS HOLDCO INC., a Delaware corporation (“**Parent**”), the Lenders (as defined therein) from time to time party thereto, RBC, as the administrative agent (in such capacity, the “**Administrative Agent**”) and as Collateral Agent, and the other parties thereto, and (ii) the Guarantee and Collateral Agreement (WDS), dated as of November 1, 2012 (as amended and supplemented from time to time, the “**WDS Guarantee and Collateral Agreement**”), among the WDS Borrower, WDS DENTAL MANAGEMENT, an Arizona general partnership, and the Collateral Agent. Capitalized terms used but not defined herein have the meanings assigned in the Credit Agreement or the WDS Guarantee and Collateral Agreement, as applicable. The Lenders have agreed to extend credit to the WDS Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Pursuant to the Amendment, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

Section 1. Construction. The rules of construction specified in Section 1.01(b) of the WDS Guarantee and Collateral Agreement also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registrations and pending applications in the United States Patent and Trademark Office (or any successor office) (“**USPTO**”) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby ((a) and (b) collectively, the “**Trademarks**”); and

(c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that, in no event shall the Trademark Collateral include, and the Grantor shall not be deemed to assigned, pledged or granted a security interest in, any of such Grantor’s right, title or interest in any Trademark applications filed with the USPTO on the basis of Grantor’s “intent-to-use” such trademark.

Section 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the USPTO. The Grantor authorizes and requests that the USPTO record this Agreement.

Section 4. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the WDS Guarantee and Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the WDS Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the WDS Guarantee and Collateral Agreement, the terms of the WDS Guarantee and Collateral Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Assets.

Section 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.


Section 6. Further Assurances. The Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent’s agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

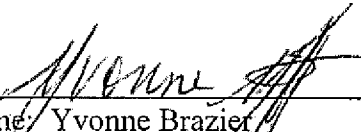
WESTERN DENTAL SERVICES, INC.
as Grantor

By: 
Name: William Dembercky
Title: Chief Financial Officer


[Signature Page to Trademark Security Agreement (WDS)]

TRADEMARK
REEL: 006095 FRAME: 0798

ROYAL BANK OF CANADA
as Collateral Agent

By: 
Name: Yvonne Brazier
Title: Manager, Agency Services

SCHEDULE I
 to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application No.	Filing Date	Registration No.	Owner
	87124149	August 2, 2016	Pending	Western Dental Services, Inc.

TRADEMARK

REEL: 006095 FRAME: 0800

RECORDED: 06/30/2017