

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amendment No. 1 to the Supplemental Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Dental Holdings, Inc.		06/30/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Jefferies Finance LLC		
Street Address:	520 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87124166	BRIDENT DENTAL & ORTHODONTICS PROFESSION	
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			
source=Premier - Amendment to the Supplemental Trademark Security Agreement#page1.tif			
source=Premier - Amendment to the Supplemental Trademark Security Agreement#page2.tif			
source=Premier - Amendment to the Supplemental Trademark Security Agreement#page3.tif			
source=Premier - Amendment to the Supplemental Trademark Security Agreement#page4.tif			
source=Premier - Amendment to the Supplemental Trademark Security Agreement#page5.tif			

CH \$40.00 87124166

Amendment No. 1 to the Supplemental Security Agreement

This Amendment No. 1 to the Supplemental Security Agreement (the "Amendment"), dated as of June 30, 2017 (the "Effective Date"), is entered into by and between PREMIER DENTAL HOLDINGS, INC., a Delaware corporation ("Grantor") and JEFFERIES FINANCE LLC ("Jefferies"), as collateral agent (in such capacity, "Collateral Agent"). The Grantor and Collateral Agent are each referred to herein as a "Party" and, collectively, as the "Parties".

Reference is made to (a) the Guarantee and Collateral Agreement (PDS) dated as of November 1, 2012 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among PDS Acquisition Corp., Premier Dental Services, Inc. ("PDS Borrower"), PDS Holdco, Inc. ("Parent"), the Subsidiary Guarantors from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of November 1, 2012 (as amended, restated, supplemented or otherwise modified from time to time (the "Credit Agreement"), among the PDS Borrower, Western Dental Services, Inc., Parent, the Lenders party thereto and Jefferies, as administrative agent and collateral agent.

Reference is also made to the Trademark Security Agreement (the "Security Agreement") between Grantor, Jefferies and Collateral Agent dated August 23, 2016 previously recorded with the United States Patent and Trademark Office ("USPTO") on August 23, 2016 and recorded at Reel 5862 / Frame 0686 and the Supplemental Security Agreement (the "Supplemental Agreement") between Grantor and Collateral Agent dated November 10, 2016 previously recorded with the USPTO on November 11, 2016 and recorded at Reel 5919 / Frame 422. The Parties desire to amend the Supplemental Agreement by executing this Amendment.

Accordingly, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Security Agreement or the Supplemental Agreement.
2. Amendments to the Original Agreement. Schedule I of the Supplemental Agreement is hereby amended and restated in its entirety as set forth on Schedule I attached to this Amendment.
3. Effect of the Amendment. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. On and after the date hereof, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Agreement, will mean and be a reference to the Agreement as amended by this Amendment.
4. Miscellaneous.
 - (a) This Amendment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any

choice or conflict of law provision or rule (to the extent those rules would require applying another jurisdiction's laws).

- (b) The headings in this Amendment are for reference only and shall not affect the interpretation of this Amendment.
- (c) This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Amendment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officer or representative as of the Effective Date.

PREMIER DENTAL HOLDINGS, INC.

JEFFERIES FINANCE LLC

By:



By:

.....

Name: William Demberecky]

Name:

.....

Title: Chief Financial Officer

Title:

.....

[Signature Page to Amendment No. 1 of the Supplemental Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officer or representative as of the Effective Date.

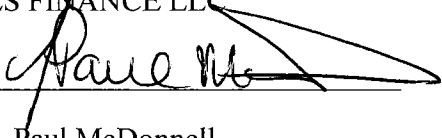
PREMIER DENTAL HOLDINGS, INC.

By: _____

Name: _____

Title: _____

JEFFERIES FINANCE LLC


By:  _____

Name: J. Paul McDonnell

Title: Managing Director

Schedule I

Trademark Registrations and Applications

Trademark	Application No.	Filing Date	Registration No.	Owner
 <p>brident DENTAL & ORTHODONTICS PROFESSIONAL CARE PRODUCTS</p>	87124166	August 2, 2016	Pending	Premier Dental Holdings, Inc.