

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435384

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Amended and Restated Security Interest		
RESUBMIT DOCUMENT ID:	900411643		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jefferies Finance LLC		06/30/2017	Limited Liability Company: DELAWARE
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	
Registration Number:	5124187	SHOW OFF THAT SMILE	
CORRESPONDENCE DATA			
Fax Number:	2123037094		
<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:	Christne 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 5862/686		
NAME OF SUBMITTER:	CHRISTINE DIONNE		
SIGNATURE:	/CHRISTINE DIONNE/		
DATE SIGNED:	07/17/2017		
Total Attachments: 6			
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**TRADEMARK SECURITY INTEREST
ASSIGNMENT AGREEMENT**

THIS TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of June 30, 2017, by JEFFERIES FINANCE LLC ("Jefferies"), as the prior administrative agent and collateral agent (in such capacity, "Assignor"), in favor of ROYAL BANK OF CANADA ("Royal Bank"), as the current administrative agent and collateral agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to the Trademark Security Agreement, dated as of August 23, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and between PREMIER DENTAL HOLDINGS, INC., a Delaware corporation ("Grantor") and Assignor;

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to Assignor a security interest in all of its right, title and interest in and to certain intellectual property owned by the Grantor including, without limitation, the trademarks and trademark applications described on Schedule I annexed hereto and made a part hereof (the "Collateral");

WHEREAS, the Security Agreement was recorded with the United States Patent and Trademark Office on August 23, 2016 on Reel 5862 / Frame 686;

WHEREAS, effective as of the date hereof, Assignor resigned as administrative agent and collateral agent under (i) the Amended and Restated Credit Agreement, dated as of February 4, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Assignor, Premier Dental Services, Inc. ("PDS Borrower"), Western Dental Services, Inc. ("WDS Borrower") and PDS Holdco Inc. ("Parent"), and (ii) the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of the date hereof, among Assignor, Assignee, PDS Borrower, WDS Borrower, Parent and the other Loan Parties, Assignee has assumed and succeeded to all of the rights, powers, discretions, privileges and duties of Assignor as administrative agent and collateral agent under the Credit Agreement and the other Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Agreement to evidence the assignment by Assignor to Assignee of all of Assignor's right, title and interest under the Security Agreement, including, without limitation, Assignor's security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, parties hereto hereby agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to the Security Agreement, without limitation, its security interest in the Collateral, and Assignee does hereby accept and assume all of such right, title, interest and security interests.

3. Acknowledgment of Grantors. The Grantor hereby (i) confirms its grant to Assignee of a security interest in the Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Credit Agreement) and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

ACKNOWLEDGED AND AGREED:

PREMIER DENTAL HOLDINGS, INC.

By: 

Name: William Demberecky

Title: Chief Financial Officer

[Signature Page to Trademark Security Interest Assignment (Premier Dental Holdings, Inc. - August 2016)]

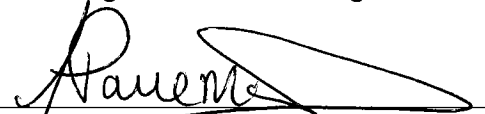
TRADEMARK
REEL: 006109 FRAME: 0192

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

ASSIGNOR:

JEFFERIES FINANCE LLC, as the prior administrative agent and collateral agent

By:



Name: J. Paul McDonnell

Title: Managing Director

ASSIGNEE:

ROYAL BANK OF CANADA, as the current administrative agent and collateral agent

By: _____

Name: _____

Title: _____

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

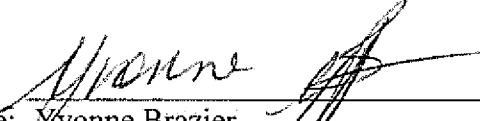
ASSIGNOR:

JEFFERIES FINANCE LLC, as the prior administrative agent and collateral agent

By: _____
Name: _____
Title: _____

ASSIGNEE:

ROYAL BANK OF CANADA, as the current administrative agent and collateral agent

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

SCHEDULE I
TO
TRADEMARK SECURITY INTEREST ASSIGNMENT AGREEMENT

Trademark Registrations and Applications

Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
SHOW OFF THAT SMILE	87069597	June 13, 2016	5124187	January 17, 2017	Premier Dental Holdings, Inc.