

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM437277

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heartland Dental, LLC		07/31/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Bank of Montreal, as Collateral Agent
<b>Street Address:</b>	115 S. LaSalle, 17W
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Bank: CANADA

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Registration Number:</b>	3727696	WILLOW BEND DENTAL
<b>Registration Number:</b>	4623853	HEARTLAND DENTAL
<b>Registration Number:</b>	4627739	HEARTLAND DENTAL
<b>Registration Number:</b>	4769692	HEARTLAND DENTAL
<b>Registration Number:</b>	4547618	MY FREE SMILE
<b>Registration Number:</b>	4638356	MY SMILE CARE
<b>Registration Number:</b>	4597038	
<b>Serial Number:</b>	87210128	DMP DOCTOR MASTERY PROGRAM
<b>Serial Number:</b>	87210058	DOCTOR MASTERY PROGRAM

## CORRESPONDENCE DATA

**Fax Number:** 2123037064

*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.*

**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

CH \$240.00 3727696

<b>ATTORNEY DOCKET NUMBER:</b>	79807.00036 1L
<b>NAME OF SUBMITTER:</b>	Christine Dionne
<b>SIGNATURE:</b>	/Christine Dionne/
<b>DATE SIGNED:</b>	07/31/2017
<b>Total Attachments: 7</b> source=First Lien IP Security Agreement (Refinancing) [Executed]#page1.tif source=First Lien IP Security Agreement (Refinancing) [Executed]#page2.tif source=First Lien IP Security Agreement (Refinancing) [Executed]#page3.tif source=First Lien IP Security Agreement (Refinancing) [Executed]#page4.tif source=First Lien IP Security Agreement (Refinancing) [Executed]#page5.tif source=First Lien IP Security Agreement (Refinancing) [Executed]#page6.tif source=First Lien IP Security Agreement (Refinancing) [Executed]#page7.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 31, 2017, is made by each of the entities listed as Grantor on the signature pages hereto (each a **“Grantor”** and, collectively, the **“Grantors”**), in favor of Bank of Montreal, in its capacity as collateral agent for the Loan Parties under the Security Agreement referred to below (the **“Agent”**).

WHEREAS, pursuant to that certain First Lien Pledge and Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the **“Security Agreement”**), among the Grantors, the Agent and certain other parties thereto, in order to secure payments of certain Secured Obligations (as defined in that certain First Lien Credit Agreement, dated as of December 21, 2012 (as amended by Amendment No. 1 to First Lien Credit Agreement, dated as of December 5, 2013, Amendment No. 2 to First Lien Credit Agreement, dated as of February 9, 2015, Amendment No. 3 to First Lien Credit Agreement, dated as of February 9, 2015 and Amendment No. 4 to First Lien Credit Agreement, dated as of March 28, 2016 and as amended and restated by Amendment No. 5 to First Lien Credit Agreement, dated as of the date hereof, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time) by and among Heartland Dental, LLC, a Delaware limited liability company (the **“Borrower”**), Heartland Dental Intermediate Holdings, LLC, a Delaware limited liability company (**“Holdings”**), the subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto and Bank of Montreal, as administrative agent and collateral agent for the Lenders, the **“First Lien Credit Agreement”**), the Grantors have assigned, pledged and granted to the Agent a continuing security interest in and to all of (i) their trademarks and trademark applications, including, without limitation, the trademarks and trademark applications listed on Schedule I hereto, (ii) their patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule II hereto and (iii) their copyrights and copyright applications, including, without limitation, the copyrights listed on Schedule III hereto, in each case to the extent the same constitute Collateral (as defined in the Security Agreement) (the **“Intellectual Property”**). Until the Termination Date (as defined in the First Lien Credit Agreement), the Agent shall retain its security interest in the Intellectual Property granted herein and in the Security Agreement.

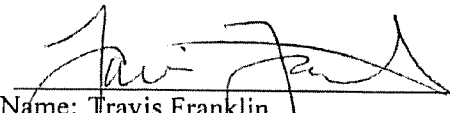
NOW, THEREFORE, for the consideration set forth herein and in the Security Agreement, the parties hereby agree that the Grantors, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby grant the Agent a lien on and security interest in, all of their right, title and interest in, to and under the Intellectual Property (including (i) all reissues, continuations, renewals or extensions of the foregoing, (ii) all goodwill of the business connected with the use of, and symbolized by, the Intellectual Property, and (iii) all products and proceeds of the foregoing).

FOR THE AVOIDANCE OF DOUBT, notwithstanding any other provision of this agreement, the Grantors do not grant any lien on or security interest in any of the Excluded Assets (as defined in the Security Agreement).

[Signature Pages Follow]

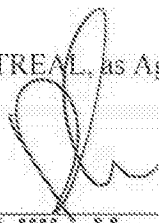
IN WITNESS WHEREOF, each Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first set forth above.

**HEARTLAND DENTAL, LLC**

By:   
Name: Travis Franklin  
Title: Executive Vice President and  
Chief Financial Officer

[Signature Page to First Lien Intellectual Property Security Agreement]

BANK OF MONTREAL, as Agent



By: \_\_\_\_\_

Name: \_\_\_\_\_

**Phillip Ho**

Title: \_\_\_\_\_

**Director**

**Schedule I  
Trademarks**

*U.S. Trademark Registrations*

OWNER	REGISTRATION NUMBER	TRADEMARK
Heartland Dental, LLC	3,727,696	WILLOW BEND DENTAL
Heartland Dental, LLC	4,623,853	HEARTLAND DENTAL
Heartland Dental, LLC	4,627,739	HEARTLAND DENTAL & Tooth Design (Horizontal)
Heartland Dental, LLC	4,769,692	HEARTLAND DENTAL & Tooth Design (Vertical)
Heartland Dental, LLC	4,547,618	MY FREE SMILE & Smile Design
Heartland Dental, LLC	4,638,356	MY SMILE CARE (Stylized)
Heartland Dental, LLC	4,597,038	Tooth Design

U.S. Trademark Applications

OWNER	SERIAL NUMBER	TRADEMARK
Heartland Dental, LLC	87/210,128	DMP DOCTOR MASTERY PROGRAM & Caduceus Design
Heartland Dental, LLC	87/210,058	DOCTOR MASTERY PROGRAM

**Schedule II**  
**Patents**

*United States Patent Registrations*

None.

*United States Patent Applications*

None.



**Schedule III**  
**Copyrights**

*United States Copyright Registrations*

None.