

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM437284

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|---|--|----------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| SEQUENCE: | 2 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Heartland Dental, LLC | | 07/31/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of Montreal, as Collateral Agent | | |
| Street Address: | 115 S. LaSalle, 17W | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | Bank: CANADA | | |
| PROPERTY NUMBERS Total: 9 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3727696 | WILLOW BEND DENTAL | |
| Registration Number: | 4623853 | HEARTLAND DENTAL | |
| Registration Number: | 4627739 | HEARTLAND DENTAL | |
| Registration Number: | 4769692 | HEARTLAND DENTAL | |
| Registration Number: | 4547618 | MY FREE SMILE | |
| Registration Number: | 4638356 | MY SMILE CARE | |
| Registration Number: | 4597038 | | |
| Serial Number: | 87210128 | DMP DOCTOR MASTERY PROGRAM | |
| Serial Number: | 87210058 | DOCTOR MASTERY PROGRAM | |
| 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 | | |

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|---|--------------------|
| ATTORNEY DOCKET NUMBER: | 79807.00036 2L |
| NAME OF SUBMITTER: | Christine Dionne |
| SIGNATURE: | /Christine Dionne/ |
| DATE SIGNED: | 07/31/2017 |
| Total Attachments: 6 source=Second Lien IP Security Agreement (Refinancing) [Executed]#page1.tif source=Second Lien IP Security Agreement (Refinancing) [Executed]#page2.tif source=Second Lien IP Security Agreement (Refinancing) [Executed]#page3.tif source=Second Lien IP Security Agreement (Refinancing) [Executed]#page4.tif source=Second Lien IP Security Agreement (Refinancing) [Executed]#page5.tif source=Second Lien IP Security Agreement (Refinancing) [Executed]#page6.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 Second 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 Second Lien Credit Agreement, dated as of December 21, 2012 (as amended and restated by Amendment No. 1 to Second 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 “**Second 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 Second 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 Second Lien Intellectual Property Security Agreement]

TRADEMARK
REEL: 006118 FRAME: 0528

BANK OF MONTREAL, as Agent

By: 

Name:

Phillip Ho

Title:

Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006118 FRAME: 0529

**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.