

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437302

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Security Interest		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada, as the prior administrative agent and collateral agent		07/31/2017	Bank: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as the current administrative and collateral agent		
Street Address:	115 S. LaSalle, 17W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4271149	FREE DENTISTRY DAY GIVING BACK TO OUR CO	
Registration Number:	4445960	HEARTLAND DENTAL CARE	
Registration Number:	4490111	SMILING A HEARTLAND DENTAL CARE PUBLICAT	
Registration Number:	4255136	SIMPLE DENTAL OPTIONS	
Registration Number:	3500419	MCKINNEYDENTIST.COM	
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:	79807.00036 2LAssignment		
NAME OF SUBMITTER:	Christine Dionne		
SIGNATURE:	/Christine Dionne/		

CH \$140.00 4271149

DATE SIGNED:	07/31/2017
---------------------	------------

Total Attachments: 7

- source=Heartland - IP Security Interest Assigment (Second Lien)(Executed)#page1.tif
- source=Heartland - IP Security Interest Assigment (Second Lien)(Executed)#page2.tif
- source=Heartland - IP Security Interest Assigment (Second Lien)(Executed)#page3.tif
- source=Heartland - IP Security Interest Assigment (Second Lien)(Executed)#page4.tif
- source=Heartland - IP Security Interest Assigment (Second Lien)(Executed)#page5.tif
- source=Heartland - IP Security Interest Assigment (Second Lien)(Executed)#page6.tif
- source=Heartland - IP Security Interest Assigment (Second Lien)(Executed)#page7.tif

**INTELLECTUAL PROPERTY SECURITY INTEREST
ASSIGNMENT AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT (this "Agreement") is made and entered into as of July 31, 2017, by ROYAL BANK OF CANADA ("RBC"), as the prior administrative agent and collateral agent (in such capacity, "Assignor"), in favor of BANK OF MONTREAL ("BMO"), 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 that certain Intellectual Property Security Agreement, dated as of December 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), by and between HEARTLAND DENTAL CARE, INC. and NEIBAUER DENTAL CORPORATION (collectively, the "Grantors" and each individually, a "Grantor") and Assignor;

WHEREAS, pursuant to the IP Security Agreement, each 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, 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, (clauses (i), (ii) and (iii) above, collectively, the "Collateral");

WHEREAS, effective as of the date hereof, Assignor resigned as administrative agent and collateral agent under (i) that certain Second Lien Credit Agreement, dated as of December 21, 2012 (as amended by Amendment No. 1 to Second Lien Credit Agreement, dated as of the date hereof, and as further amendment, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Assignor, HEARTLAND DENTAL, LLC (the "Borrower"), and HEARTLAND DENTAL INTERMEDIATE HOLDINGS, LLC ("Holdings"), and (ii) the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, pursuant to that certain Amendment No. 1 to Second Lien Credit Agreement, dated as of the date hereof, among Assignor, Assignee, the Borrower, Holdings and the other Loan Parties party thereto, 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 IP 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 IP 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 IP 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. Each 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 IP 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]

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

ASSIGNOR:

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

By: 

Name: Rodica Dutka

Title: Manager, Agency

ASSIGNEE:

BANK OF MONTREAL, 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.

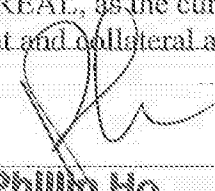
ASSIGNOR:

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

By: _____
Name: _____
Title: _____

ASSIGNEE:

BANK OF MONTREAL, as the current administrative agent and collateral agent

By: 
Name: **Phillip Ho**
Title: **Director**

**Schedule I
Trademarks**

U.S. Trademark Registrations

OWNER	REGISTRATION NUMBER	TRADEMARK
Heartland Dental, LLC	4271149	FREE DENTISTRY DAY GIVING BACK TO OUR COMMUNITY ONE SMILE AT A TIME (stylized)
Heartland Dental, LLC	4445960	HEARTLAND DENTAL CARE (stylized)
Heartland Dental, LLC	4490111	SMILING A HEARTLAND DENTAL CARE PUBLICATION (stylized)
Heartland Dental, LLC	4255136	SIMPLE DENTAL OPTIONS
Heartland Dental, LLC	3500419	MCKINNEYDENTIST.COM

U.S. Trademark Applications

None.

Schedule II
Patents

United States Patent Registrations

None.

United States Patent Applications

None.

Schedule III
Copyrights

United States Copyright Registrations

None.