

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465755

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BENEVIS, LLC		03/15/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK, N.A., as Administrative Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4956505	BENEVIS	
Registration Number:	4956504		
Registration Number:	4671082	RESOLUTION DENTAL	
Registration Number:	4670657	KOOL SMILES	
Registration Number:	2804403	KOOL SMILES	
Registration Number:	2816474	KOOL SMILES GENERAL DENTISTRY FOR CHILDR	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place, 23rd Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	54786 / 012		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		

CH \$165.00 4956505

DATE SIGNED:	03/15/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of March 15, 2018, by BENEVIS, LLC, a Delaware limited liability company ("Grantor"), in favor of BMO HARRIS BANK, N.A., in its capacity as Administrative Agent for itself and the other Lender Parties (together with its successors and permitted assigns in such capacity, "Grantee").

WHEREAS, the Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of March 15, 2018 (as amended, restated, amended and restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Lender Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations. Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a Statement of Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the U.S. Patent and Trademark Office.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to 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. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the

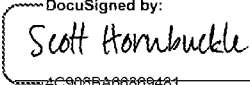
same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

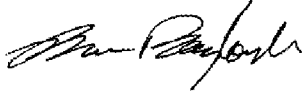
GRANTOR

BENEVIS, LLC

By: 
Name: Scott Hornbuckle
Title: Vice President and Treasurer

ACKNOWLEDGED AND AGREED BY:

BMO HARRIS BANK, N.A.,
as Administrative Agent



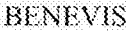
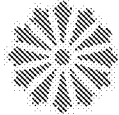



By:

Name: Brian Boczkowski

Title: Managing Director

SCHEDULE A
TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Mark	Design	Owner	Jurisdiction	App. No.	App. Date	Reg. No.	Reg. Date
BENEVIS		Benevis, LLC	United States	86/313,628	June 18, 2014	4,956,505	May 10, 2016
Design Only		Benevis, LLC	United States	86/313,615	June 18, 2014	4,956,504	May 10, 2016
RESOLUTION DENTAL		Benevis, LLC	United States	86/301,483	June 5, 2014	4,671,082	Jan. 13, 2015
KOOL SMILES		Benevis, LLC	United States	86/286,246	May 20, 2014	4,670,657	Jan. 13, 2015
KOOL SMILES	N/A	Benevis, LLC	United States	76/477,494	Dec. 23, 2002	2,804,403	Jan. 13, 2004
KOOL SMILES GENERAL DENTISTRY FOR CHILDREN		Benevis, LLC	United States	76/477,495	Dec. 23, 2002	2,816,474	Feb. 24, 2004