

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472227

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aspen Dental Management, Inc.		04/30/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	200 Bay Street, 12th Floor South Tower		
Internal Address:	Royal Bank Plaza		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	5424335	A ASPEN DENTAL MAKING DENTISTRY EASIER	
Registration Number:	5381771	A ASPEN DENTAL	
Registration Number:	5381769	A ASPEN DENTAL SIMPLY EASIER	
Registration Number:	5336753	ASPEN DENTAL SIMPLY EASIER	
Registration Number:	5229680	A	
Registration Number:	4888734	ASPEN DENTAL	
Registration Number:	4888733	ASPEN DENTAL	
Registration Number:	4807425	HEALTHY MOUTH MOVEMENT	
Registration Number:	4734868	PEACE OF MIND PROMISE	
Registration Number:	4734866	PEACE OF MIND PROMISE	
Registration Number:	4588553	DENTURE MONEY BACK GUARANTEE ASPENDENTAL	
Registration Number:	4638286	WE'RE ON A MISSION TO GIVE AMERICA A HEA	
Registration Number:	4622371	BRINGING AMERICA A HEALTHY MOUTH	
Registration Number:	4622370		
Registration Number:	4622369	ASPENDENTAL MOUTHMOBILE	
Registration Number:	4622308	ASPENDENTAL YOUR CAREER. OUR MISSION.	
Registration Number:	4633591	YOUR CAREER. OUR MISSION.	
Registration Number:	4456490	TURNINGPOINT DENTAL IMPLANT CENTER	
TRADEMARK			

CH \$965.00 5424335

Property Type	Number	Word Mark
Registration Number:	4452502	TURNINGPOINT DENTAL IMPLANT CENTER
Registration Number:	4507176	ASPENDENTAL YOUR MOUTH. OUR MISSION.
Registration Number:	4452444	TURNINGPOINT DENTAL IMPLANT CENTER
Registration Number:	4221549	ASPENDENTAL
Registration Number:	4048804	ASPENDENTAL PRACTICE MADE PERFECT
Registration Number:	4043276	ASPENDENTAL IT'S TIME TO SMILE.
Registration Number:	4519186	YOUR SMILE IS OUR LEGACY
Registration Number:	4519185	WHERE YOUR SMILE IS OUR LEGACY
Registration Number:	4519184	LEGACY SMILES FAMILY DENTAL
Registration Number:	3304705	ASPENDENTAL
Registration Number:	3295775	A
Registration Number:	4125996	SMILE GUIDES SIMPLE STEPS TO FINDING YOU
Registration Number:	3702845	SECUREDENT IMPLANT SYSTEM
Registration Number:	3664813	COMFIDENTS DENTURES
Registration Number:	3513271	ASPENDENTAL LET US HELP YOU FIND YOUR SM
Registration Number:	2545075	COMFIDENTS
Registration Number:	2543060	FLEXILYTES COMBO
Registration Number:	2543059	FLEXILYTES
Registration Number:	2543058	NATURALYTES
Registration Number:	2543057	COMFILYTES

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 2028357500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	22946.02200
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	05/02/2018

Total Attachments: 9

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of April 30, 2018, is made by Aspen Dental Management, Inc., a Delaware corporation (the “**Grantor**”), in favor of ROYAL BANK OF CANADA, as the Collateral Agent for the Secured Parties (together, with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain First Lien Security Agreement, dated as of April 30, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (the “**Trademark Collateral**”); provided that “Trademark Collateral” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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 signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

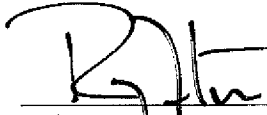
SECTION 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

ASPEN DENTAL MANAGEMENT, INC., as a
Guarantor

By: 
Name: Robert Fortana
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]




Accepted and Agreed:

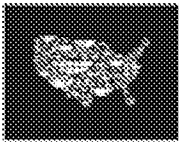
ROYAL BANK OF CANADA, as Collateral Agent

By: 
Name: Susan Khokher
Title: Manager, Agency

[Signature Page to Trademark Security Agreement]

SCHEDULE A




<u>Owner</u>	<u>U.S. Mark</u>	<u>Serial Number / Registration Number</u>	<u>Filing Date</u>
Aspen Dental Management, Inc.	A ASPEN DENTAL MAKING DENTISTRY EASIER	87198095 / 5424335	October 10, 2016
Aspen Dental Management, Inc.	A ASPEN DENTAL 	87198052 / 5381771	October 10, 2016
Aspen Dental Management, Inc.	A ASPEN DENTAL SIMPLY EASIER 	87198031 / 5381769	October 10, 2016
Aspen Dental Management, Inc.	ASPEN DENTAL SIMPLY EASIER	87198065 / 5336753	October 10, 2016
Aspen Dental Management, Inc.	A 	87198077 / 5229680	October 10, 2016
Aspen Dental Management, Inc.	ASPEN DENTAL	86633255 / 4888734	May 18, 2015
Aspen Dental Management, Inc.	ASPEN DENTAL	86633243 / 4888733	May 18, 2015

Aspen Dental Management, Inc.	HEALTHY MOUTH MOVEMENT	86501101 / 4807425	January 12, 2015
Aspen Dental Management, Inc.	PEACE OF MIND PROMISE	86403078 / 4734868	September 23, 2014
Aspen Dental Management, Inc.	PEACE OF MIND PROMISE	86403073 / 4734866	September 23, 2014
Aspen Dental Management, Inc.	DENTURE MONEY BACK GUARANTEE ASPENDENTAL	86171131 / 4588553	January 21, 2014
Aspen Dental Management, Inc.	WE'RE ON A MISSION TO GIVE AMERICA A HEALTHY MOUTH	86071956 / 4638286	September 23, 2013
Aspen Dental Management, Inc.	BRINGING AMERICA A HEALTHY MOUTH	86071949 / 4622371	September 23, 2013
Aspen Dental Management, Inc.	[design] 	86071943 / 4622370	September 23, 2013
Aspen Dental Management, Inc.	ASPENDENTAL MOUTHMOBILE	86071935 / 4622369	September 23, 2013
Aspen Dental Management, Inc.	ASPENDENTAL YOUR CAREER. OUR MISSION.	86051559 / 4622308	August 29, 2013
Aspen Dental Management, Inc.	YOUR CAREER. OUR MISSION.	86028881 / 4633591	August 5, 2013

Aspen Dental Management, Inc.	TURNINGPOINT DENTAL IMPLANT CENTER	85810965 / 4456490	December 27, 2012
Aspen Dental Management, Inc.	TURNINGPOINT DENTAL IMPLANT CENTER	85810957 / 4452502	December 27, 2012
Aspen Dental Management, Inc.	ASPENDENTAL YOUR MOUTH. OUR MISSION.	85808150 / 4507176	December 20, 2012
Aspen Dental Management, Inc.	TURNINGPOINT DENTAL IMPLANT CENTER	85783100 / 4452444	November 19, 2012
Aspen Dental Management, Inc.	ASPENDENTAL	85554448 / 4221549	February 28, 2012
Aspen Dental Management, Inc.	ASPENDENTAL PRACTICE MADE PERFECT	85285164 / 4048804	April 4, 2011
Aspen Dental Management, Inc.	ASPENDENTAL IT'S TIME TO SMILE.	85174596 / 4043276	November 11, 2010
Aspen Dental Management, Inc.	YOUR SMILE IS OUR LEGACY	85936263 / 4519186	May 19, 2013
Aspen Dental Management, Inc.	WHERE YOUR SMILE IS OUR LEGACY	85936262 / 4519185	May 19, 2013
Aspen Dental Management, Inc.	LEGACY SMILES FAMILY DENTAL	85936261 / 4519184	May 19, 2013
Aspen Dental Management, Inc.	ASPENDENTAL	78918678 / 3304705	June 28, 2006

Aspen Dental Management, Inc.	A	78954282 / 3295775	August 17, 2006
Aspen Dental Management, Inc.	SMILE GUIDES SIMPLE STEPS TO FINDING YOUR SMILE.	77956239 / 4125996	March 11, 2010
Aspen Dental Management, Inc.	SECUREDENT IMPLANT SYSTEM	77515308 / 3702845	January 13, 2009
Aspen Dental Management, Inc.	COMFIDENTS DENTURES	77514836 / 3664813	July 3, 2008
Aspen Dental Management, Inc.	ASPENDENTAL LET US HELP YOU FIND YOUR SMILE.	77126249 / 3513271	March 8, 2007
Aspen Dental Management, Inc.	COMFIDENTS	76304940 / 2545075	August 27, 2001
Aspen Dental Management, Inc.	FLEXILYTES COMBO	76304939 / 2543060	August 27, 2001
Aspen Dental Management, Inc.	FLEXILYTES	76304938 / 2543059	August 27, 2001
Aspen Dental Management, Inc.	NATURALYTES	76304937 / 2543058	August 27, 2001
Aspen Dental Management, Inc.	COMFILYTES	76304936 / 2543057	August 27, 2001

<u>Owner</u>	<u>Canadian Mark</u>	<u>Number</u>	<u>Filing Date</u>
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Aspen Dental Management, Inc.		1826397	March 8, 2017
Aspen Dental Management, Inc.	PRACTICE SUPPORT SERVICES	1826398	March 8, 2017
Aspen Dental Management, Inc.	ASPEN DENTAL	1770512	March 3, 2016
Aspen Dental Management, Inc.	A 	1804864	October 14, 2016
Aspen Dental Management, Inc.	A ASPEN DENTAL 	1804865	October 14, 2016