

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UNITED DENTAL PARTNERS, LLC		06/12/2018	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	MB FINANCIAL BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	800 W. Madison St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60607		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3784609	EVERY TOOTH COUNTS	
CORRESPONDENCE DATA			
Fax Number:	7037125050		
<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:	7037125352		
Email:	jmiller@mcguirewoods.com		
Correspondent Name:	Joyce Miller		
Address Line 1:	1750 Tysons Blvd.		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Joyce Miller		
SIGNATURE:	/Joyce Miller/		
DATE SIGNED:	07/06/2018		
Total Attachments: 5			
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OP \$40.00 3784609

GRANT OF SECURITY INTEREST IN TRADEMARKS

Date: June 12, 2018

WHEREAS, United Dental Partners, LLC, an Illinois limited liability company (“**Grantor**”), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, in each case set forth on Schedule A attached hereto; and

WHEREAS, MB Financial Bank, N.A., as “Administrative Agent” under the Credit Agreement and the Guaranty and Collateral Agreement referred to below (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit Agreement, dated as of March 24, 2017, by and among, *inter alia*, the Grantor and the Grantee (as amended, restated, or otherwise modified from time to time, the “**Credit Agreement**”; capitalized terms used but not defined herein shall have the meanings assigned to them in the Credit Agreement) and the Guaranty and Collateral Agreement, dated as of March 24, 2017, by and among, *inter alia*, the Grantor and the Grantee (as amended, restated, or otherwise modified from time to time, the “**Guaranty and Collateral Agreement**”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Guaranty and Collateral Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “**Grant of Security Interest**”) is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of June 12, 2018.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Guaranty and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Guaranty and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement or Guaranty and

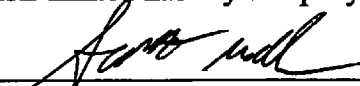
Collateral Agreement, the provisions of the Credit Agreement or Guaranty and Collateral Agreement, as applicable, shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest in Trademarks as of the date of first set forth above.

GRANTOR:

UNITED DENTAL PARTNERS, LLC,
an Illinois limited liability company

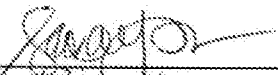
By:  _____

Name: Scott Goldman

Title: Chief Executive Officer

GRANTEE:

MB FINANCIAL BANK, N.A., as Administrative Agent

By: 
Name: Kim Yoo
Title: Duly Authorized Signatory

Schedule A - Marks

Owner	Country	Mark	Application No.	Application Date	Registration No.	Registration Date
United Dental Partners, LLC	United States of America	EVERY TOOTH COUNTS		September 25, 2009	3784609	May 4, 2010