

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM474665

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEARTLAND DENTAL, LLC		04/30/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC		
Street Address:	520 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4271149	FREE DENTISTRY DAY GIVING BACK TO OUR CO	
Registration Number:	4255136	SIMPLE DENTAL OPTIONS	
Registration Number:	4445960	HEARTLAND DENTAL CARE	
Registration Number:	4490111	SMILING A HEARTLAND DENTAL CARE PUBLICAT	
Registration Number:	3500419	MCKINNEYDENTIST.COM	
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		
Registration Number:	5344327	DMP DOCTOR MASTERY PROGRAM	
Registration Number:	5293145	DOCTOR MASTERY PROGRAM	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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>			

CH \$365.00 4271149

Phone: 650-838-3743
Email: JLIK@SHEARMAN.COM
Correspondent Name: BENJAMIN PETERSEN
Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: MENLO PARK, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	37427-112
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NAME OF SUBMITTER:	BENJAMIN PETERSEN
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SIGNATURE:	/BENJAMIN PETERSEN/
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DATE SIGNED:	05/18/2018
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Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of April 30, 2018, is made by Heartland Dental, LLC, a Delaware limited liability company (the “Grantor”), in favor of Jefferies Finance LLC, as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain Credit Agreement, dated as of April 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Hadrian Intermediate Holdings Inc., a Delaware corporation (“Holdings”), Hadrian Merger Sub Inc., a Delaware corporation and a Wholly-Owned Restricted Subsidiary of Holdings (“Merger Sub” which on the Closing Date, shall be merged with Heartland Dental Holdings, Inc., a Delaware corporation (“HDH”) (with HDH as the merged company), which, on or promptly following the Closing Date, shall ultimately be merged with the Grantor (with the Grantor as the merged company and, following the consummation of the Secondary Mergers (as defined in the Credit Agreement), the “Borrower”), the several lenders from time to time parties thereto (each, a “Lender” and, collectively, the “Lenders”) and Jefferies Finance LLC, as the Administrative Agent, the Collateral Agent, the Swingline Lender and a Letter of Credit Issuer for the benefit of the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower and the Letter of Credit Issuer has agreed to issue Letters of Credit, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and any Subsidiaries that become a party thereto, have executed and delivered the Security Agreement, dated as of April 30, 2018 in favor of the Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, the Lenders and the Letter of Credit Issuer to enter into the Credit Agreement, to induce the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit under the Credit Agreement and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Restricted Subsidiaries, the Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantor hereby grants a lien on and security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks that are not Excluded Property, such grant including, without limitation, those items listed on Schedule A hereto, the goodwill associated with such Trademarks and all rights, priorities and privileges related thereto and all rights to sue at law or in equity for any infringement or other impairment of such Trademarks, including the right to receive all Proceeds therefrom (the “Collateral”), to the Agent for the benefit of the Secured

Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. The Grantor hereby authorizes and requests that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Agreement. The Grantor shall, at its sole expense, take all further actions necessary or desirable by the Agent to record and perfect its security interest in and to the Collateral.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

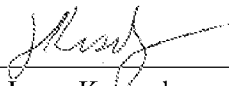
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HEARTLAND DENTAL, LLC, as the Grantor

By: 
Name: Travis Franklin
Title: Executive Vice President and Chief
Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

JEFFERIES FINANCE LLC, as the Collateral
Agent

By: 
Name: Jason Kennedy
Title: Managing Director

SCHEDULE A

Trademark Registrations and Applications

Trademark	Country (State)	Filing Date	Serial. No.	Grant Date	Reg. No.	Owner
• FREE DENTISTRY DAY GIVING BACK TO OUR COMMUNITY ONE SMILE AT A TIME (stylized)	USA	4/11/12	85- 594,381	1/8/13	4,271,149	Heartland Dental, LLC
• SIMPLE DENTAL OPTIONS (stylized)	USA	11/10/11	85- 469,102	12/4/12	4,255,136	Heartland Dental, LLC
• HEARTLAND DENTAL CARE (stylized)	USA	4/17/12	85- 599,479	12/10/13	4,445,960	Heartland Dental, LLC
• SMILING A HEARTLAND DENTAL CARE PUBLICATION (stylized)	USA	2/22/11	85- 248,523	3/4/14	4,490,111	Heartland Dental, LLC
• MCKINNEYDENTIST. COM	USA	2/11/08	77- 393,740	9/9/08	3,500,419	Heartland Dental, LLC
• WILLOW BEND DENTAL	USA	4/3/09	77- 706,427	12/22/09	3,727,696	Heartland Dental, LLC
• HEARTLAND DENTAL	USA	2/4/14	86- 184,183	10/21/14	4,623,853	Heartland Dental, LLC
• HEARTLAND DENTAL & Tooth Design (Horizontal)	USA	2/4/14	86- 184,227	10/28/14	4,627,739	Heartland Dental, LLC
• HEARTLAND DENTAL & Tooth Design (Vertical)	USA	2/4/14	86- 184,244	7/7/15	4,769,692	Heartland Dental, LLC
• MY FREE SMILE & Smile Design	USA	10/30/13	86- 105,386	6/10/14	4,547,618	Heartland Dental, LLC
• MY SMILE CARE (Stylized)	USA	10/30/13	86- 105,338	11/11/14	4,638,356	Heartland Dental, LLC
• Tooth Design	USA	2/4/14	86- 184,205	9/2/14	4,597,038	Heartland Dental, LLC
• DMP DOCTOR MASTERY PROGRAM & Caduceus Design	USA	10/20/16	87- 210,128	11/28/17	5,344,327	Heartland Dental, LLC
• DOCTOR MASTERY PROGRAM	USA	10/20/16	87- 210,058	9/19/17	5,293,145	Heartland Dental, LLC

Error! Unknown document property name.

RECORDED: 05/18/2018

**TRADEMARK
REEL: 006395 FRAME: 0669**