

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492137

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trident Labs LLC		10/01/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as Administrative Agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 1000		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3546132	IN STYLE SMILE	
Registration Number:	5545135	MILL TODAY GONE TOMORROW	
Registration Number:	5513794	TRI-SPLINT	
Registration Number:	5513784	TRI-TEMPS	
Registration Number:	5513785	TRI-VINYL	
Registration Number:	5523874	TRIDENT DENTAL LABORATORIES	
Serial Number:	87748974	GOLDEN CAST	
Serial Number:	87748927	GREEN BULLET MILLING WAX	
Serial Number:	87748967	GSHOCK NIGHT GUARDS	
Serial Number:	87757061	LASERMET RPD	
Serial Number:	87748935	SHADERS ESTHETIC ZIRCONIA	
Serial Number:	87756564	TRICONIA	
Serial Number:	87756614	TRI-FLEX FLEXIBLE PARTIAL DENTURES	
Serial Number:	87757073	DIGITAL DESIGN SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$365.00 3546132

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312/876-7628
Email: linda.kastner@lw.com
Correspondent Name: Linda R. Kastner, c/o Latham & Watkins
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	10/01/2018

Total Attachments: 6
source=GeoDigm - Trademark Security Agreement (Trident Labs LLC) [Executed]_103453548_1_0#page1.tif
source=GeoDigm - Trademark Security Agreement (Trident Labs LLC) [Executed]_103453548_1_0#page2.tif
source=GeoDigm - Trademark Security Agreement (Trident Labs LLC) [Executed]_103453548_1_0#page3.tif
source=GeoDigm - Trademark Security Agreement (Trident Labs LLC) [Executed]_103453548_1_0#page4.tif
source=GeoDigm - Trademark Security Agreement (Trident Labs LLC) [Executed]_103453548_1_0#page5.tif
source=GeoDigm - Trademark Security Agreement (Trident Labs LLC) [Executed]_103453548_1_0#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2018, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of Capital One, National Association ("Capital One"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 1, 2018 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among GeoDigm Corporation, a Minnesota corporation (the "Borrower"), GDC Holdings, Inc., a Delaware corporation ("Holdings"), the Guarantor Subsidiaries, the Lenders and the L/C Issuers from time to time party thereto, Capital One, as Administrative Agent for the Lenders and the L/C Issuers and Owl Rock Capital Corporation, as Arranger Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of June 1, 2017, in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

TRIDENT LABS LLC

By: 
Name: David M. Nuti
Title: Chief Financial Officer and Chief
Operating Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006466 FRAME: 0194

ACCEPTED AND AGREED
as of the date first written above:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By: Mirag Vamja
Name: MIRAG VAMJA
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Record Owner</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GOLDEN CAST	U.S.	Pending	TRIDENT LABS LLC (f/k/a TRIDENT LABS INC.)	87/748974	01/09/2018	N/A	N/A
GREEN BULLET MILLING WAX	U.S.	Pending	TRIDENT LABS LLC (f/k/a TRIDENT LABS INC.)	87/748927	01/09/2018	N/A	N/A
G-SHOCK NIGHT GUARDS	U.S.	Pending	TRIDENT LABS LLC (f/k/a TRIDENT LABS INC.)	87/748967	01/09/2018	N/A	N/A
	U.S.	Registered	TRIDENT LABS LLC (f/k/a TRIDENT LABS INC.)	77/362956	01/09/2018	3546132	12/16/2008
LASERMET RPD	U.S.	Pending	TRIDENT LABS LLC (f/k/a TRIDENT LABS INC.)	87/757061	01/09/2018	N/A	N/A
MILL TODAY GONE TOMORROW	U.S.	Registered	TRIDENT LABS LLC (f/k/a TRIDENT LABS INC.)	87/757452	01/09/2018	5545135	08/21/2018
SHADERS ESTHETIC ZIRCONIA	U.S.	Pending	TRIDENT LABS LLC (f/k/a TRIDENT LABS INC.)	87/748935	01/09/2018	N/A	N/A
TRICONIA	U.S.	Pending	TRIDENT LABS LLC (f/k/a TRIDENT LABS INC.)	87/756564	01/16/2018	N/A	N/A

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Record Owner</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
TRI-FLEX FLEXIBLE PARTIAL DENTURES	U.S.	Pending	TRIDENT LABS LLC (f/k/a TRIDENT LABS INC.)	87/756614	01/16/2018	N/A	N/A
TRI-SPLINT	U.S.	Registered	TRIDENT LABS LLC (f/k/a TRIDENT LABS INC.)	87/756651	01/16/2018	5513794	07/10/2018
TRI-TEMPS	U.S.	Registered	TRIDENT LABS LLC (f/k/a TRIDENT LABS INC.)	87/748902	01/09/2018	5513784	07/10/2018
TRI-VINYL	U.S.	Registered	TRIDENT LABS LLC (f/k/a TRIDENT LABS INC.)	87/749021	01/09/2018	5513785	07/10/2018
TRIDENT DENTAL LABORATORIES	U.S.	Registered	TRIDENT LABS LLC (f/k/a TRIDENT LABS INC.)	87/716294	12/11/2017	5,523,874	07/24/2018
DIGITAL DESIGN SOLUTIONS	U.S.	Pending	TRIDENT LABS LLC (f/k/a TRIDENT LABS INC.)	87/757073	01/16/2018	N/A	N/A

71083895_5
US-DOCS\103432834.2
71083895_6