

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500487

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CDC Dental Management Co., LLC		12/03/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deerpath Fund Services, LLC, as Agent		
<b>Street Address:</b>	405 Lexington Avenue, 53rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10174		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87328468	WE DON'T JUST CARE FOR SMILES, WE CREATE	
<b>Serial Number:</b>	87215522	KIDS CARE DENTAL	
<b>Serial Number:</b>	86527719	KIDS CARE DENTAL	
<b>Serial Number:</b>	86527720	KIDS CARE DENTAL	
<b>Serial Number:</b>	77391656	KIDS CARE DENTAL GROUP	
<b>Serial Number:</b>	87322936	KIDS CARE DENTAL & ORTHODONTICS	
<b>Serial Number:</b>	87322938	KIDS CARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7132266397		
<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>			
<b>Phone:</b>	713-226-6000		
<b>Email:</b>	TMMail@porterhedges.com		
<b>Correspondent Name:</b>	Jonathan Pierce		
<b>Address Line 1:</b>	P.O. Box 4744		
<b>Address Line 4:</b>	Houston, TEXAS 77210-4744		
<b>NAME OF SUBMITTER:</b>	Jonathan Pierce		
<b>SIGNATURE:</b>	/jmp/		
<b>DATE SIGNED:</b>	12/03/2018		

CH \$190.00 87328468

**Total Attachments: 6**

source=2018-12-03 Executed Patent and Trademark Security Agreement - Kids Care#page1.tif

source=2018-12-03 Executed Patent and Trademark Security Agreement - Kids Care#page2.tif

source=2018-12-03 Executed Patent and Trademark Security Agreement - Kids Care#page3.tif

source=2018-12-03 Executed Patent and Trademark Security Agreement - Kids Care#page4.tif

source=2018-12-03 Executed Patent and Trademark Security Agreement - Kids Care#page5.tif

source=2018-12-03 Executed Patent and Trademark Security Agreement - Kids Care#page6.tif

**PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of December 3, 2018 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, this “**Agreement**”), by and between CDC DENTAL MANAGEMENT Co., LLC, a Delaware limited liability company (“**Debtor**”), and DEERPATH FUND SERVICES, LLC, a Delaware limited liability company, as administrative agent and collateral agent (in such capacities, together with any successors in such capacities under, and appointed in accordance with, the Loan Agreement (as defined below), “**Secured Party**”) for the ratable benefit of the Lenders (defined below).

WITNESSETH:

**WHEREAS**, Debtor and the other borrowers from time to time party to the Loan Agreement (collectively with Debtor, the “**Borrowers**”), SMG09 CDC DENTAL AIV NEW BLOCKER, INC., a Delaware corporation (“**Holdings**”), and the other guarantors from time to time party to the Loan Agreement (collectively with Holdings, the “**Guarantors**”), the lenders from time to time party to the Loan Agreement (collectively, the “**Lenders**”), and Secured Party have entered into that certain Loan Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”);

**WHEREAS**, Borrowers, Guarantors and Secured Party have entered into that certain Security Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), pursuant to which, among other things, Debtor has granted a first-priority lien and security interest in all or substantially all of its assets to Secured Party;

**WHEREAS**, as a condition to extending credit to Borrowers under the Loan Agreement, Secured Party requires that Debtor grant to Secured Party a continuing security interest in, and lien on, all of the Patent and Trademark Collateral (defined below); and

**WHEREAS**, Debtor has duly authorized the execution, delivery and performance of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lenders to extend credit to Borrowers pursuant to the Loan Agreement, Debtor agrees, for the benefit of Secured Party and Lenders, as follows:

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

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of all of the Obligation, Debtor does hereby grant to Secured Party, for the ratable

benefit of the Lenders, a continuing security interest in, and lien on, all of the following property of Debtor (the “**Patent and Trademark Collateral**”), whether now or hereafter existing or acquired, regardless of where located:

(a) all of its patents and patent applications, including but not limited to those referred to on **Schedule 1** hereto;

(b) all of its trademarks, trademark applications, including but not limited to those referred to on **Schedule 1** hereto, and all goodwill associated therewith or symbolized thereby (excluding any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Patent and Trademark Collateral);

(c) all reissues, continuations or extensions of the foregoing; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement of any of the foregoing.

Notwithstanding the foregoing or anything contained in this Agreement to the contrary, the Patent and Trademark Collateral shall not include any Excluded Property and in no event shall the security interest and liens granted hereunder attach to any Excluded Property.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest and lien of Secured Party in the Patent and Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest and lien granted to Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon Payment in Full of the Obligation or release of Debtor from its obligations under the Loan Documents pursuant to the Loan Agreement, Secured Party shall, at Debtor’s expense, execute and deliver to Debtor all instruments and other documents as may be necessary to release the lien and security interest in the Patent and Trademark Collateral which has been granted hereunder and under the Security Agreement.

SECTION 5. Acknowledgment. Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in and lien on the Patent and Trademark Collateral granted hereby are more fully set forth in 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.

SECTION 6. Related Other Document, Etc. This Agreement is a Loan Document executed pursuant to the Loan Agreement and shall be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterpart. The exchange of copies of this Agreement and of signature pages to this Agreement by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of an original of this Agreement for all purposes. Signatures of the parties transmitted by facsimile, .pdf or other electronic transmission shall be deemed to be their original signatures for all purposes.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, each of the parties hereto has caused this Patent and Trademark Security Agreement to be executed by its duly qualified officer, to be effective for all purposes as of the date first written above.

**DEBTOR:**

**CDC DENTAL MANAGEMENT Co., LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Daniel Rosenberg

Title: Vice President and Treasurer

[SIGNATURE PAGE TO PATENT AND TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006493 FRAME: 0190**

**SECURED PARTY:**

**DEERPATH FUND SERVICES, LLC,**  
a Delaware limited liability company  
as Agent

By: 

Name: Anish Bahl

Title: Chief Financial Officer

**Schedule 1**

**to**

**Patent and Trademark Security Agreement**

***Patents***

None.

***Registered Trademarks and Applications for Registration of Trademarks***

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Registration No./ Registration Date</b>	<b>Current Owner of Record</b>
WE DON'T JUST CARE FOR SMILES, WE CREATE THEM	U.S.	87328468 2/8/2017	5342599 11/21/2017	CDC Dental Management Co., LLC
KIDS CARE DENTAL & Design	U.S.	87215522 10/25/2016	5217497 6/6/2017	CDC Dental Management Co., LLC
KIDS CARE DENTAL	U.S.	86527719 2/6/2015	4888081 1/19/2016	CDC Dental Management Co., LLC
KIDS CARE DENTAL & Design	U.S.	86527720 2/6/2015	4920813 3/22/2016	CDC Dental Management Co., LLC
KIDS CARE DENTAL GROUP	U.S.	77391656 2/7/2008	3459894 7/1/2008	CDC Dental Management Co., LLC
KIDS CARE DENTAL & ORTHODONTICS	U.S.	87322936 2/2/2017	N/A	CDC Dental Management Co., LLC
KIDS CARE	U.S.	87322938 2/2/2017	N/A	CDC Dental Management Co., LLC

[SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT]