

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM508618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STX Healthcare Management Services, Inc.		02/04/2019	Corporation: DELAWARE
Access Dental Services, LLC		02/04/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Administrative Agent and Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3337397	VITAL SMILES	
Registration Number:	4958488	ACCESS DENTAL	
Registration Number:	4976190	BLUE HILLS DENTAL	
Registration Number:	4958489	BLUE HILLS DENTAL	
Registration Number:	3972529	SOUTH TEXAS DENTAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212-318-6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	c/o Paul Hastings LLP		
Address Line 2:	200 Park Avenue		
Address Line 4:	NEW YORK, NEW YORK 10166		
NAME OF SUBMITTER:	ALANA GRAMER		
SIGNATURE:	/s/ AG		

CH \$140.00 3337397

DATE SIGNED:	02/04/2019
Total Attachments: 6 source=NМ - WД - 2018 - Skyline Joinder - Trademark Security Agreement (Executed)#page1.tif source=NМ - WД - 2018 - Skyline Joinder - Trademark Security Agreement (Executed)#page2.tif source=NМ - WД - 2018 - Skyline Joinder - Trademark Security Agreement (Executed)#page3.tif source=NМ - WД - 2018 - Skyline Joinder - Trademark Security Agreement (Executed)#page4.tif source=NМ - WД - 2018 - Skyline Joinder - Trademark Security Agreement (Executed)#page5.tif source=NМ - WД - 2018 - Skyline Joinder - Trademark Security Agreement (Executed)#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of February 4, 2019 (this “**Agreement**”), among **STX HEALTHCARE MANAGEMENT SERVICES, INC.** and **ACCESS DENTAL SERVICES, LLC** (each a “**Grantor**” and collectively, the “**Grantors**”), each located at 530 S. Main Street, Orange, California 92868, and **ROYAL BANK OF CANADA**, as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Guarantee and Collateral Agreement (PDS) dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among Premier Dental Services, Inc., a Delaware corporation (the “**PDS Borrower**”), PDS Holdco Inc., a Delaware corporation (“**Parent**”), each Subsidiary Guarantor from time to time party thereto and Jefferies Finance, LLC and (b) the Second Amended and Restated Credit Agreement, dated as of June 30, 2017 (and as amended by that certain Incremental Assumption Agreement, dated as of October 18, 2017 and that certain Amendment Agreement, dated as of January 2, 2018 and as so affirmed and supplemented by the Incremental Assumption Agreement, dated as of the date hereof, and as further amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the PDS Borrower, Parent, Western Dental Services, Inc. (and together with the PDS Borrower, the “**Borrowers**”) the lenders from time to time party thereto (the “**Lenders**”) and Royal Bank of Canada, as administrative agent (in such capacity, the “**Administrative Agent**”) and collateral agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor is an affiliate of the PDS Borrower, will derive substantial benefits from the extensions of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver the Guarantee and Collateral Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Guarantee and Collateral Agreement, each Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Guarantee and Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Guarantee and Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos,

Internet domain names, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby ((a) and (b) collectively, the “**Trademarks**”); and

(c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing;

provided that, in no event shall the Trademark Collateral include, and each Grantor shall not be deemed to assigned, pledged or granted a security interest in, any of such Grantor’s right, title or interest in any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor’s “intent-to-use” such trademark, unless and until acceptable evidence of use of such Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. § 1051, et seq.), whereupon such Trademark application will be deemed automatically included in the Trademark Collateral, but solely to the extent that granting the security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application or any registration issuing therefrom.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 4. Guarantee and Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Assets.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including

by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.


SECTION 6. Further Assurances. Each Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

STX HEALTHCARE MANAGEMENT
SERVICES, INC.

By: 
Name: William Demberecky
Title: Chief Financial Officer

ACCESS DENTAL SERVICES, LLC

By: 
Name: William Demberecky
Title: Chief Financial Officer

Acknowledged and Agreed by:

ROYAL BANK OF CANADA

By: 
Name: Yvonne Brazier
Title: Manager, Agency Services

{Signature Page to Trademark Security Agreement}

TRADEMARK

REEL: 006549 FRAME: 0506

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

Owner	Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date
STX Healthcare Management Services, Inc.	US	VITAL SMILES	78941482	July 31, 2006	Reg. No. 3337397	November 13, 2007
Access Dental Services, LLC	US	ACCESS DENTAL	86598436	April 15, 2015	Reg. No. 4958488	May 17, 2016
Access Dental Services, LLC	US	BLUE HILLS DENTAL (Word Mark)	86598558	April 15, 2015	Reg. No. 4976190	June 14, 2016
Access Dental Services, LLC	US	BLUE HILLS DENTAL	86598548	April 15, 2015	Reg. No. 4958489	May 17, 2016
STX Healthcare Management Services, Inc.	US	SOUTH TEXAS DENTAL	77970200	March 26, 2010	Reg. No. 3972529	June 7, 2011