

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM512403

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|---|--|----------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement Supplement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Benchmark Consulting Group, LLC | | 03/01/2019 | Limited Liability Company: OKLAHOMA |
| RECEIVING PARTY DATA | | | |
| Name: | Jefferies Finance LLC, as Administrative Agent | | |
| Street Address: | 520 Madison Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3635872 | DDS DENTURES & DENTAL SERVICES | |
| Registration Number: | 3525001 | AFFORDENT | |
| Registration Number: | 3490424 | AFFORDENT | |
| Registration Number: | 4460780 | DDS DENTURES & DENTAL SERVICES | |
| Registration Number: | 4290391 | DDS | |
| Registration Number: | 4125615 | DENTURES & DENTAL SERVICES | |
| Registration Number: | 5272971 | DDS DENTURES + IMPLANT SOLUTIONS | |
| Registration Number: | 5278297 | DDS DENTURES + IMPLANT SOLUTIONS | |
| 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: | 212-819-2655 | | |
| Email: | iprecordations@whitecase.com | | |
| Correspondent Name: | Peter Giovine/White & Case LLP | | |
| Address Line 1: | 1221 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10020 | | |
| ATTORNEY DOCKET NUMBER: | 1155735-0236-BC15 | | |
| NAME OF SUBMITTER: | Peter Giovine | | |

CH \$215.00 3635872

| | |
|---|-----------------|
| SIGNATURE: | /Peter Giovine/ |
| DATE SIGNED: | 03/01/2019 |
| Total Attachments: 4 source=Active_74306887_3_Affordable Care (Berkshire) - 1L Trademark Security Agreement Supplement No. 2 - Executed#page1.tif source=Active_74306887_3_Affordable Care (Berkshire) - 1L Trademark Security Agreement Supplement No. 2 - Executed#page2.tif source=Active_74306887_3_Affordable Care (Berkshire) - 1L Trademark Security Agreement Supplement No. 2 - Executed#page3.tif source=Active_74306887_3_Affordable Care (Berkshire) - 1L Trademark Security Agreement Supplement No. 2 - Executed#page4.tif | |

TRADEMARK SECURITY AGREEMENT SUPPLEMENT

Trademark Security Agreement, dated as of March 1, 2019, by Benchmark Consulting Group, LLC, an Oklahoma limited liability company (the “**Grantor**”), in favor of JEFFERIES FINANCE LLC, a Delaware limited liability company with offices at 520 Madison Avenue, New York, New York 10022, in its capacity as administrative agent pursuant to the First Lien Credit Agreement (as defined in the First Lien Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”), for the benefit of the Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is party to a First Lien Security Agreement dated as of October 22, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**First Lien Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement Supplement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the First Lien Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the First Lien Security Agreement and used herein have the meaning given to them in the First Lien Security Agreement and the First Lien Credit Agreement.

SECTION 2. Grant of Security Interest in Additional Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the Collateral (excluding any Excluded Assets) of the Grantor, including without limitation, the Trademarks of the Grantor listed on Schedule I attached hereto.

SECTION 3. The First Lien Security Agreement. The security interest granted pursuant to this Trademark Security Agreement Supplement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the First Lien Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby and thereby are more fully set forth in the First Lien Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement Supplement is deemed to conflict with the First Lien Security Agreement, the provisions of the First Lien Security Agreement shall control unless the Administrative Agent shall otherwise determine.


SECTION 4. Termination. Upon the termination of the First Lien Security Agreement in accordance with Section 6.11 thereof with respect to the Grantor, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement Supplement.

SECTION 5. Counterparts. This Trademark Security Agreement Supplement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement Supplement by signing and delivering one or more counterparts.

[SIGNATURE PAGES FOLLOW]

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




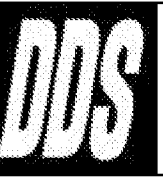
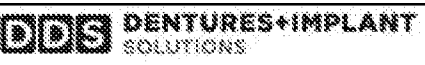
BENCHMARK CONSULTING GROUP, LLC,
as Grantor

By: 
Name: Trent Kentfrow
Title: Chief Financial Officer

JEFFERIES FINANCE LLC,
as Administrative Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

Schedule I
Trademark Registrations and Use Applications

| <u>Registered Trademark</u> | <u>Registrant/Owner</u> | <u>Registration Number</u> | <u>Registration Date</u> | <u>Goods/Services</u> |
|---|---------------------------------|----------------------------|--------------------------|-----------------------|
|  | Benchmark Consulting Group, LLC | 3635872 | June 9, 2009 | 44: Dentist services |
|  | Benchmark Consulting Group, LLC | 3525001 | October 28, 2008 | 44: Dentist services |
| AFFORDENT | Benchmark Consulting Group, LLC | 3490424 | August 19, 2008 | 44: Dentist services |
|  | Benchmark Consulting Group, LLC | 4460780 | January 7, 2014 | 44: Dentist services |
|  | Benchmark Consulting Group, LLC | 4290391 | February 12, 2013 | 44: Dentist services |
| DENTURES & DENTAL SERVICES | Benchmark Consulting Group, LLC | 4125615 | April 10, 2012 | 44: Dentist services |
|  | Benchmark Consulting Group, LLC | 5272971 | August 22, 2017 | 44: Dentist services |
| DDS DENTURES + IMPLANT SOLUTIONS | Benchmark Consulting Group, LLC | 5278297 | August 29, 2017 | 44: Dentist services |