

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM527996

<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>
SAFCO DENTAL SUPPLY LLC		06/14/2019	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CRESCENT AGENCY SERVICES LLC, AS AGENT		
<b>Street Address:</b>	100 Federal Street, 31st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5585478	NITRILEX TOUCH	
<b>Registration Number:</b>	5217409	NICE BITE	
<b>Registration Number:</b>	5118896	DENTASOFT	
<b>Registration Number:</b>	5050906		
<b>Registration Number:</b>	4810016		
<b>Registration Number:</b>	4810015	SAFCO DENTAL SUPPLY COMPANY	
<b>Registration Number:</b>	4043878	RADIANCE	
<b>Registration Number:</b>	4647330	SAFCO DENTAL SUPPLY CO.	
<b>Registration Number:</b>	4378575	SAFCO	
<b>Registration Number:</b>	3673902	NITRILEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		

CH \$265.00 5585478

**Address Line 4:** Boston, MASSACHUSETTS 02110

**ATTORNEY DOCKET NUMBER:** 22283 / 044

**NAME OF SUBMITTER:** Christine Slattery

**SIGNATURE:** /Christine Slattery/

**DATE SIGNED:** 06/17/2019

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 14th day of June, 2019, by SAFCO DENTAL SUPPLY LLC, an Illinois limited liability company (“**Grantor**”), in favor of CRESCENT AGENCY SERVICES LLC, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) (herein, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to that certain Credit Agreement dated as of June 14, 2019 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of June 14, 2019, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Collateral Agreement. The Credit Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. **GOVERNING LAW. THIS AGREEMENT, AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF**

**THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.**

4. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signature thereto were upon the same instrument. Signatures by facsimile or other electronic communication of this Agreement shall bind the parties to the same extent as would a manually executed counterpart.

5. Financing Document. This Agreement constitutes a “Financing Document” under and as defined in the Credit Agreement and is subject to the term and provisions therein regarding Financing Documents and shall otherwise be subject to all of the general terms and conditions contained in Article 12 of the Credit Agreement, *mutatis mutandis* as if more fully set forth herein, and the parties hereto agree to such terms.

**[Signature Page Follows]**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SAFCO DENTAL SUPPLY LLC, an Illinois limited liability company

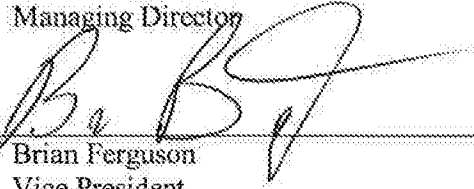
By: John H. Fuerst  
Name: John Fuerst  
Title: Chief Executive Officer and President

Agreed and Accepted  
As of the Date First Written Above:

**CRESCENT AGENCY SERVICES LLC**, as Agent

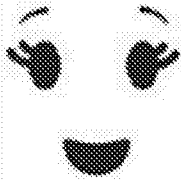


By: Crescent Capital Group LP, its Managing Member

By:   
Name: Jonathan Cignetti  
Title: Managing Director

By:   
Name: Brian Ferguson  
Title: Vice President

## SCHEDULE 1

### Trademark Registrations

Trademark	Registration Number	Serial Number	Jurisdiction	Registration Date
Nitrilex Touch	5585478	87830969	US	October 16, 2018
Nice Bite	5217409	87213147	US	June 6, 2017
Dentasoft	5118896	87052584	US	January 10, 2017
[design] 	5050906	86684884	US	September 27, 2016
[design] 	4810016	86359292	US	September 8, 2015
Safco Dental Supply Company [with design] 	4810015	86359271	US	September 8, 2015
Radiance	4043878	85010738	US	October 25, 2011
Safco Dental Supply Co.	4647330	85632067	US	December 2, 2014
Safco	4378575	85632063	US	August 6, 2013
Nitrilex	3673902	77418939	US	August 25, 2009

### Trademark Applications

None.

### Unregistered Trademarks

Name	Product
BeSafe	Ultrasonic Cleaner tablets
Calypso	Drinking cups
Chill	Refrigerant spray
CleanCare	DPA's & Propy Paste
CleanTemp	Temporary Cement

Comfy-cover	Headrest covers
Coverdent	Mask
DoubleCheck	Sterilization Pouches
Excel	Impression material
Fluora	Fluoride trays
Illusion	Univeral Composite
Kleen & Safe	Headrest covers
Kleenline	Evac. Line cleaner
Kleer	Front Surface Mirror
Maxim	Endo files K and Hedstrom
Nice-Temp	Temp Crown & Bridge
One Sheet	Tray covers
One Tray	Impression trays
Prep & Etch	Etchant
Pro-Tec	Mask
Pure	100% cotton sponge
Replica Excel	Impression material
Resinlight	Explorer
Safewrap	barrier film and sleeves
Sensicaine	Topical anesthetic
Shotgum	Needle
Spirit	High Speed Handpiece
Supergrade	Face Mask
Supersorb	Economy sponges
Superstitch	Sutures
T-mixer	Mixing tip
TraCovers	Tray covers
TripleCheck	Pouches
True	Alginate
Tru-Verify	Biological monitors and pouches
Ultracare	Toothbrushes
Veriatility	Handpiece
x-pose	X-ray film