

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESPIRE DENTAL MANAGEMENT, LLC		06/28/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ZIONS BANCORPORATION, N.A.		
Doing Business As:	VECTRA BANK COLORADO		
Street Address:	2000 S. Colorado Boulevard		
Internal Address:	Suite 2-1200		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80222		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88100423	YOUR SMILE IS OUR SMILE	
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:	303-223-1100		
Email:	DNTrademarkDocket@bhfs.com		
Correspondent Name:	Andrea M. LaFrance		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
NAME OF SUBMITTER:	Andrea M. LaFrance		
SIGNATURE:	/Andrea M. LaFrance/		
DATE SIGNED:	07/02/2019		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 28, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified or replaced from time to time, this “**IP Security Agreement**”), is made by ESPIRE DENTAL MANAGEMENT, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of ZIONS BANCORPORATION, N.A. dba VECTRA BANK COLORADO, and the other financial institutions that are or may from time to time become parties hereto (collectively, “**Lenders**” and in its individual capacity as administrative agent for the Lenders the “**Agent**”).

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof, by and among ESPIRE DENTAL PRACTICE, LLC, a Colorado limited liability company (“**Espire**”), BRANDON C. HALL, DDS, LLC, a Colorado limited liability company (“**Hall DDS**”), and BRAASCH DENTISTRY 2, LLC, a Colorado limited liability company (“**Braasch 2**”) and MEADOW HILLS DENTAL, LLC, a Colorado limited liability company (“**Meadow Hills**” and, together with Espire, Hall DDS and Braasch 2, each a “**Borrower**” and, collectively, the “**Borrowers**”), Espire Dental Holdings, LLC, a Delaware limited liability company (“**Holdings**”); Espire Dental Management, LLC, a Delaware limited liability company (“**Management**”) and Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), the Agent has agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Credit Agreement, as amended.

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Agent, a security interest in all of the Grantor’s right, title, and interest in and to certain Collateral, including all of Grantor’s copyrights, trademarks, and patents, as applicable, and has agreed as a condition thereof to execute this IP Security Agreement with respect to certain of its copyrights, trademarks, and patents in order to record the security interests granted therein with the United States Copyright Office or United States Patent and Trademark Office, as applicable (or any successor office or other applicable government registry).

NOW, THEREFORE, in consideration of the above premises, the Grantor hereby agrees with the Agent, as follows:

1. Grant of Security. Grantor hereby grants to the Agent, a security interest in all of Grantor’s right, title and interest in and to the following, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of Grantor’s Obligations:

(a) all Intellectual Property identified in Schedule 1 and the goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the property described in (a) above, and all income, royalties, damages and other payments now and hereafter due and/or payable with respect to any of the property described in (a) above.

Grantor and Agent hereby acknowledge and agree that the security interest in the foregoing trademark (i) may only be terminated in accordance with the terms of the Credit Agreement and (ii) is not to be construed as an assignment of such trademark.

2. Recordation. Grantor authorizes Agent to request that the Register of Copyrights, the Commissioner for Patents or the Commissioner for Trademarks, as applicable, and any other applicable United States or foreign government officer record this IP Security Agreement.

3. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts (including by telecopy or other electronic transmission), 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.

4. Governing Law. Section 16.8 of the Credit Agreement is incorporated mutatis mutandis.

5. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Credit Agreement, the provisions of the Credit Agreement, as applicable, shall govern.

6. Notice. Section 16.3 of the Credit Agreement is incorporated mutatis mutandis.

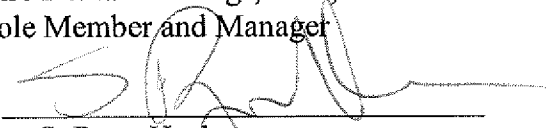
[signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

ESPIRE DENTAL MANAGEMENT, LLC

By: Espire Dental Holdings, LLC,
its sole Member and Manager

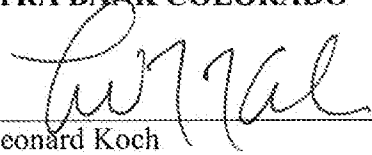
By: 
Name: S. Ryan Heckman
Title: President

**ZIONS BANCORPORATION, N.A.
dba VECTRA BANK COLORADO**

By: _____

Name: Leonard Koch

Title: Senior Vice President

A handwritten signature in black ink, appearing to read 'L Koch', written over a horizontal line.

SCHEDULE 1

Trademarks

U.S. Trademarks

<u>Mark</u>	<u>Filed</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registered Owner</u>
YOUR SMILE IS OUR SMILE	August 31, 2018	88100423	August 31, 2018	Espire Dental Management, LLC