ETAS ID: TM539176

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

**SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE:** SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LC Services 1 LLC		09/03/2019	Limited Liability Company: NORTH CAROLINA

## **RECEIVING PARTY DATA**

Name:	Plexus Fund IV-A, L.P.	
Street Address:	4242 Six Forks Road	
Internal Address:	Suite 950	
City:	Raleigh	
State/Country:	NORTH CAROLINA	
Postal Code:	27609	
Entity Type:	Limited Partnership: DELAWARE	

#### **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Serial Number:	88587372	OAKPOINT	
Serial Number:	88587365	OAKPOINT	

## **CORRESPONDENCE DATA**

Fax Number: 9198216800

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.

Phone: 919-838-2034

Email: pkarmire@smithlaw.com

Perky L. Karmire/Smith Anderson Law Firm **Correspondent Name:** 

150 Fayetteville Street Address Line 1:

**Suite 2300** Address Line 2:

Address Line 4: Raleigh, NORTH CAROLINA 27601

NAME OF SUBMITTER:	Perky L. Karmire
SIGNATURE:	/s/ Perky L. Karmire
DATE SIGNED:	09/03/2019

## **Total Attachments: 4**

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> **TRADEMARK** REEL: 006735 FRAME: 0137

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of September 3, 2019, by **LC SERVICES 1 LLC**, a North Carolina limited liability company ("**Grantor**"), in favor of Plexus Fund IV-A, L.P., in its capacity as Collateral Agent for the Purchasers party to the Note Purchase Agreement (defined below) (herein, "**Grantee**"):

#### WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the Purchasers identified therein are parties to that certain Note Purchase Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Purchasers; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of the date hereof, among Grantor, one or more of its affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the ratable benefit of itself and the Purchasers, 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 Security 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. <u>Incorporation of Note Purchase Agreement and Security Agreement</u>. The Note Purchase Agreement and Security 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 Security Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the ratable benefit of itself and the Purchasers, and hereby reaffirms its prior grant pursuant to the Security 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 <u>Schedule 1</u> 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.

[Signature Page Follows]

TRADEMARK REEL: 006735 FRAME: 0139 IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

## LC SERVICES 1 LLC,

a North Carolina limited liability company

By: Dental Holdco, LLC,

a Delaware limited liability company

Its: Manager Bocusigned by:

BJ: Mck Christopher

Name ? Nicholaso S. Christopher

Its: Assistant Secretary

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[Signature Page to Trademark Security Agreement]

Agreed and accepted as of the date first written above:

PLEXUS FUND IV-A, L.P.,

as Collateral Agent

By: Plexus Fund IV GP I, LLC

Its: General Partner

By:

Name: William Anders

Title: Manager

# **SCHEDULE 1**

# **Trademark Registrations**

None.

# **Trademark Applications**

- 1. Registration is currently pending for the U.S. Federal Service Mark "OAKPOINT & Design" (App. No. 88587372), which was filed on August 21, 2019.
- 2. Registration is currently pending for the U.S. Federal Service Mark "OAKPOINT" (App. No. 88587365), which was filed on August 21, 2019.

TRADEMARK REEL: 006735 FRAME: 0142

RECORDED: 09/03/2019