

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM541984

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|-------------------------------------|
| AXPM Dental Management, LLC | | 09/28/2018 | Limited Liability Company: ARKANSAS |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Twin Brook Capital Partners, LLC, as Agent |
| Street Address: | 111 S Wacker Drive, 36th Floor |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60606 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 12

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------------|
| Registration Number: | 5409831 | UNCOMMON ORTHODONTICS |
| Registration Number: | 4915317 | LEAP |
| Registration Number: | 5528981 | ROCK DENTAL BRANDS |
| Registration Number: | 5436057 | ROCK FAMILY DENTAL |
| Registration Number: | 4947083 | WESTROCK |
| Registration Number: | 4999063 | AR DENTISTRY & BRACES |
| Registration Number: | 4259212 | BRACES BY BURRIS & ASSOCIATES |
| Registration Number: | 5024208 | UNCOMMON ORTHODONTICS |
| Registration Number: | 5033272 | UNCOMMON ORTHODONTICS |
| Serial Number: | 87875136 | MY VILLAGE |
| Serial Number: | 87708751 | WESTROCK ORTHODONTICS |
| Serial Number: | 88112549 | IMPACT ORAL SURGERY |

CORRESPONDENCE DATA

Fax Number: 3125774565

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: 312-577-8265

Email: kristin.brozovic@katten.com

Correspondent Name: Kristin Brozovic c/o Katten

TRADEMARK

Address Line 1: 525 W Monroe St
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 386565-99

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 09/23/2019

Total Attachments: 7

source=Trademark Security Agreement (Executed)#page1.tif
source=Trademark Security Agreement (Executed)#page2.tif
source=Trademark Security Agreement (Executed)#page3.tif
source=Trademark Security Agreement (Executed)#page4.tif
source=Trademark Security Agreement (Executed)#page5.tif
source=Trademark Security Agreement (Executed)#page6.tif
source=Trademark Security Agreement (Executed)#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of September 28, 2018, by AXPM Dental Management, LLC, an Arkansas limited liability company (“**Grantor**”), in favor of Twin Brook Capital Partners, LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the financial institutions from time to time party thereto as Lenders and Grantee have entered into that certain Credit Agreement dated as of September 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and the Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of September 28, 2018, by and among Grantee, Grantor and the other Loan Parties from time to time party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all 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 Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

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 Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to Grantor are hereby incorporated herein in their entirety by this reference thereto. Unless otherwise noted herein, all capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and 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:

(a) each Trademark listed on Schedule A 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 such Trademark; and

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

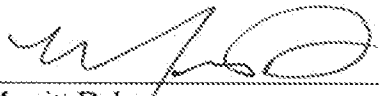
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor’s “intent to use” such trademarks or service marks unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflict of laws principles.

[Signature Page Follows]

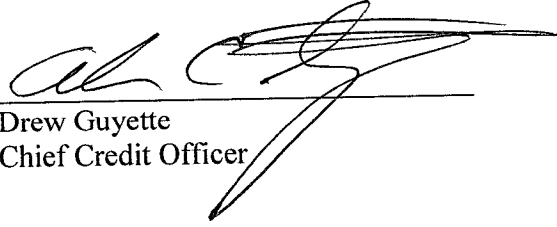
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

AXPM DENTAL MANAGEMENT, LLC,
an Arkansas limited liability company

By: 
Name: Merritt Dake
Title: Chief Executive Officer

Agreed and accepted as of
the date first written above:

TWIN BROOK CAPITAL PARTNERS, LLC, as Agent

By: 
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE A

Trademark Registrations

| TM Record | Trademark / Appln. No. / Reg. No. | Status/Key Dates | Goods/Services | Owner Information |
|------------|--|---|--|--|
| US Federal | UNCOMMON ORTHODONTICS RN: 5409831 SN: 86322144 Disclaimer: "ORTHODONTICS" | Registered February 27, 2018 Int'l Class: 41 First Use: June 21, 2014 Filed: June 26, 2014 | (Int'l Class: 41) online publications, namely, online magazines, newsletters, and blogs in the field of orthodontics | AXPM DENTAL MANAGEMENT, LLC |
| US Federal | LEAP RN: 4915317 SN: 86639049 | Registered March 8, 2016 Int'l Class: 44 First Use: December 1, 2015 Filed: May 22, 2015 | (Int'l Class: 44) dental services, including all dental specialties; namely, general dentistry, pediatric dentistry, oral surgery and orthodontics | AXPM Dental Management, LLC (Arkansas Limited Liability Company) 610 President Clinton Ave. Ste 130 Little Rock Arkansas 72201 |
| US Federal | ROCK DENTAL BRANDS RN: 5528981 SN: 87719681 Disclaimer: "DENTAL BRANDS" | Registered July 31, 2018 Int'l Class: 35 First Use: July 1, 2016 Filed: December 13, 2017 | (Int'l Class: 35) dental practice management for others | AXPM Dental Management, LLC (Arkansas Limited Liability Company) 610 President Clinton Ave., Suite 110 Little Rock Arkansas 72201 |
| US Federal | ROCK FAMILY DENTAL RN: 5436057 SN: 87276962 Disclaimer: "FAMILY DENTAL" | Registered April 3, 2018 Int'l Class: 44 First Use: December 1, 2016 Filed: December 21, 2016 | (Int'l Class: 44) dental services, namely, performing restorative and cosmetic procedures | AXPM Dental Management, LLC (Arkansas Limited Liability Company) 610 President Clinton Ave. Ste 130 Little Rock Arkansas 72201 |
| US Federal | WESTROCK RN: 4947083 SN: 86406415 | Registered April 26, 2016 Int'l Class: 44 First Use: December 1, 2015 Filed: September | (Int'l Class: 44) dental services, namely, performing restorative and cosmetic procedures; oral surgery and dental implant services; orthodontic services | AXPM Dental Management, LLC (Arkansas Limited Liability Company) 610 President Clinton Ave. Ste 130 Little Rock Arkansas 72201 |

| TM Record | Trademark / Appln. No. / Reg. No. | Status/Key Dates | Goods/Services | Owner Information |
|------------|--|---|--|---|
| | | 25, 2014 | | |
| US Federal | AR Dentistry & Braces & Design RN: 4999063 SN: 86450637 | Registered July 7 2016 Int'l Class: 44 First Use: December 31, 2014 Filed: November 11, 2014 | (Int'l Class: 44) Orthodontic services; dental services, namely, whitening, short term orthodontics, TMJ therapy, pre-prosthetic alignment, mouth guard fabrication, cosmetic tooth replacement | AXPM Dental Management, LLC (Arkansas Limited Liability Company) 610 President Clinton Ave. Ste 130 Little Rock Arkansas 72201 |
| US Federal | Braces by Burriss & Associates & Design RN: 4259212 SN: 85557272 | Registered December 11, 2012 Int'l Class: 44 First Use: April 3, 2011 Filed: March 1, 2012 | (Int'l Class: 44) Orthodontic services; dental services, namely, whitening, short term orthodontics, TMJ therapy, pre-prosthetic alignment, mouth guard fabrication, cosmetic tooth replacement | AXPM Dental Management, LLC (Arkansas Limited Liability Company) 610 President Clinton Ave. Ste 130 Little Rock Arkansas 72201 |
| US Federal | Uncommon Orthodontics RN: 5024208 SN: 86979507 | Registered August 16, 2016 Int'l Class: 44 First Use: January 1, 2016 Filed: June 26, 2014 | (Int'l Class: 44) Orthodontic services; dental services, namely, oral and maxillofacial surgery; providing a website featuring information for patients in the field of dental and orthodontic health | AXPM Dental Management, LLC (Arkansas Limited Liability Company) 610 President Clinton Ave. Ste 130 Little Rock Arkansas 72201 |
| US Federal | Uncommon Orthodontics RN: 5033272 SN: 86979571 | Registered August 30, 2016 Int'l Class: 44 First Use: January 1, 2016 Filed: June 26, 2014 | (Int'l Class: 44) Orthodontic services; dental services, namely, oral and maxillofacial surgery; providing a website featuring information for patients in the field of dental and orthodontic health | AXPM Dental Management, LLC (Arkansas Limited Liability Company) 610 President Clinton Ave. Ste 130 Little Rock Arkansas 72201 |

Trademark Applications

| TM Record | Trademark / Appln. No. | Status/Key Dates | Goods/Services | Owner Information |
|------------|----------------------------|---|---------------------------------------|--|
| US Federal | MY VILLAGE SN: 87875136 | Pending - Non-Final Action Mailed August 1, 2018 Int'l Class: 44 First Use: July 1, | (Int'l Class: 44) dentist services | AXPM Dental Management, LLC (Arkansas Limited Liability Company) 610 President Clinton Avenue, Suite 110 Little Rock Arkansas |

| TM Record | Trademark / Appln. No. | Status/Key Dates | Goods/Services | Owner Information |
|------------|--|---|---|--|
| | | 2013 Filed: April 12, 2018 | | 72201 |
| US Federal | WESTROCK ORTHODONTICS SN: 87708751 | Pending - Non-Final Action Mailed March 16, 2018 Int'l Class: 44 First Use: January 15, 2014 Filed: December 5, 2017 | (Int'l Class: 44) orthodontic services | AXPM Dental Management, LLC, Dba Rock Dental Brands (Arkansas Limited Liability Company) 610 President Clinton Ave., Suite 110 Little Rock Arkansas 72201 |
| US Federal | IMPACT ORAL SURGERY SN: 88112549 | Pending - Initialized September 14, 2018 Int'l Class: 44 First Use: August 1, 2015 Filed: September 11, 2018 | (Int'l Class: 44) Oral surgery and dental implant services | AXPM Dental Management, LLC (Arkansas Limited Liability Company) P.O. Box 4800 Fayetteville Arkansas 72702 |