

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORTH AMERICAN DENTAL MANAGEMENT, LLC		10/01/2019	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 SOUTH SIXTH STREET		
Internal Address:	SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4684216	NORTH AMERICAN DENTAL GROUP	
Registration Number:	4700118	CORNER DENTAL CONNECT	
Registration Number:	4129908	REFRESH DENTAL	
Registration Number:	3940637		
Registration Number:	3735249	HEALTHIER TEETH, HAPPIER YOU	
Registration Number:	3738125	CD	
Registration Number:	3735219	CORNER DENTAL	
Serial Number:	88535712	WIND	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		

CH \$215.00 4684216

ATTORNEY DOCKET NUMBER:	47648.001 (NADM)
NAME OF SUBMITTER:	Kimberley A. Lathrop
SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	10/01/2019

Total Attachments: 7

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Intellectual Property Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 1, 2019 (this “Security Agreement”), is made by **NORTH AMERICAN DENTAL MANAGEMENT, LLC**, an Ohio limited liability company (the “Grantor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

WHEREAS, ZAHN Merger Sub 2, LLC, a Delaware limited liability company (“Holdings”) (which on the Closing Date shall be merged with and into North American Dental Group, LLC, a Delaware limited liability company (“NADG”), with NADG surviving such merger as Holdings), ZAHN Merger Sub 1, LLC, a Delaware limited liability company (the “Borrower”) (which on the Closing Date shall be merged with and into North American Dental Management, LLC, an Ohio limited liability company (“NADM”), with NADM surviving such merger as the Borrower), the lenders from time to time parties thereto and the Collateral Agent, providing for, among other things, revolving credit and term loan facilities subject to the terms set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings and certain other Restricted Subsidiaries of Holdings have entered into that certain Guaranty and Security Agreement dated as of October 1, 2019 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, the Guaranty and Security Agreement requires the Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantor hereby agrees as follows:

Section 1 **Defined Term.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby pledges and grants to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in all right, title and interest of the Grantor in all of the following property:

all trademarks, service marks, slogans, logos, certification marks, trade dress, corporate names, business names, fictitious business names, trade names and other source or business identifiers, whether registered or unregistered, owned by the Grantor and all registrations and applications for the foregoing owned by the Grantor, including, without limitation, the registrations and applications referred to in Schedule I hereto (whether by statutory or common law, whether established or registered in the United States, any State thereof, or any other country or any political subdivision thereof and, in each case, owned by the Grantor), and all goodwill associated therewith, now existing or hereafter acquired by the Grantor, together with any and all rights and

privileges arising under applicable law with respect to the Grantor's use of any trademarks, and renewals thereof, and all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment thereof, including the right to receive all Proceeds therefrom, including without limitation license fees, royalties, income payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; but excluding any intent to use trademark applications prior to the filing and acceptance with the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant or attachment of a security interest therein would impair the validity or enforceability or result in the cancellation or voiding of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law (the "Trademark Collateral").

Section 3 **Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Guaranty and Security Agreement (or any portion hereof or thereof), the terms of the Guaranty and Security Agreement shall prevail.

Section 4 **Termination.** This Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations and the termination of all commitments to extend credit in connection therewith. Upon the termination of this Security Agreement, the Collateral Agent shall, at the sole cost and expense of the Loan Parties, execute all documents, make all filings, take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 5 **Counterparts.** This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart to this Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

Section 6 **Governing Law.** THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**NORTH AMERICAN DENTAL
MANAGEMENT, LLC**

By: 

Name: Valarie Campbell

Title: Chief Financial Officer

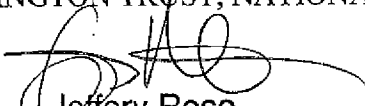
Acknowledged and Agreed to as of the date hereof:

COLLATERAL AGENT:
WILMINGTON TRUST, NATIONAL ASSOCIATION

By:

Name:

Title:


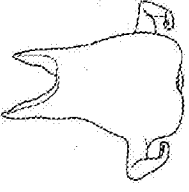

Jeffery Rose
Vice President


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006760 FRAME: 0715

SCHEDULE I

Trademarks

Trademark	Database	Status	Goods/Services	Current Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date
	U.S. Federal	Registered	(INT. CL. 35) Dental practice management for others	North American Dental Management, LLC	86297453	6/2/2014	4684216	2/10/2015
CORNER DENTAL CONNECT	U.S. Federal	Registered	(INT. CL. 35) Patient membership club services providing discounts to members on dentist services	North American Dental Management, LLC	85509015	1/5/2012	4700118	3/10/2015
REFRESH DENTAL	U.S. Federal	Registered	(INT. CL. 44) Dentist services	North American Dental Management, LLC	85976288	12/16/2010	4129908	4/17/2012
	U.S. Federal	Registered	(INT. CL. 44) Dentist services	North American Dental Management, LLC	85100031	8/4/2010	3940637	4/5/2011

Trademark	Database	Status	Goods/Services	Current Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date
HEALTHIER TEETH, HAPPIER YOU	U.S. Federal	Registered	(INT. CL. 44) Dentist services	North American Dental Management, LLC	77716877	4/18/2009	3735249	1/5/2010
	U.S. Federal	Registered	(INT. CL. 44) Dentist services	North American Dental Management, LLC	77716886	4/18/2009	3738125	1/12/2010
CORNER DENTAL	U.S. Federal	Registered	(INT. CL. 44) Dentist services	North American Dental Management, LLC	77691997	3/16/2009	3735219	1/5/2010
WIND	U.S. Federal	Pending	(Int'l Class: 35) Organizing networking events in the field of professional development for women dental practitioners and dental administrators and support staff (Int'l Class: 41) Providing group coaching in the field of professional development for women dental practitioners and dental administrators and support staff; Business training in the field of professional development for women dental practitioners and	North American Dental Management, LLC	88535712	7/29/2019		

Trademark	Database	Status	Goods/Services	Current Owner	Appl. No.	Appl. Date	Reg. No.	Reg. Date
			dental administrators and support staff					

TRADEMARK

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RECORDED: 10/01/2019