

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Great Lakes Dental Partners, LLC		10/24/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Resolute Capital Partners Fund IV, L.P.		
Street Address:	20 Burton Hills Blvd., Suite 430		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4396366	MATE ATTRACTING SMILE	
Serial Number:	87750695	ISMILE DIRECT	
Registration Number:	2328229	MANUS	
Registration Number:	2272252	A DENTAL WORLD OF DIFFERENCE	
CORRESPONDENCE DATA			
Fax Number:	6152483040		
<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:	(615) 252-3552		
Email:	mward@bradley.com		
Correspondent Name:	Mary Ward		
Address Line 1:	1600 Division Street, Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	/Mary Ward/		
SIGNATURE:	/Mary Ward/		
DATE SIGNED:	10/24/2019		
Total Attachments: 7			
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SECURITY INTEREST GRANT

INTELLECTUAL PROPERTY

This Security Interest Grant Intellectual Property (this "Grant") is entered into as of October 24, 2019, by Great Lakes Dental Partners, LLC, a Delaware limited liability company ("Grantor"), and Resolute Capital Partners Fund IV, L.P., a Delaware limited partnership, as collateral agent under the Loan Agreement (defined below) ("Collateral Agent").

WHEREAS, pursuant to the terms of that (i) Loan Agreement, dated as of the date hereof, by and among SCP Dental Services, LLC, a Delaware limited liability company, Grantor, Collateral Agent, and the lenders from time to time party thereto (as the same may be further amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") and (ii) Security Agreement, dated as of the date hereof, by and among SCP Dental Services, LLC, a Delaware limited liability company, Grantor, and Collateral Agent (as the same may be further amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), Grantor created in favor of Collateral Agent, a security interest in, and Collateral Agent has become a secured party with respect to, substantially all assets of said Grantor, which includes the Intellectual Property Collateral (as defined below); and

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in, various intangible assets, including the Intellectual Property Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor hereby grants to Collateral Agent a security interest in all of Grantor's right, title and interest in and to the following (the "Intellectual Property Collateral"):

(A) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(B) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by Grantor, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto (the "Copyrights");

(D) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and, to the extent applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto

throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(E) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(F) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any of the foregoing.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Laws of the State of Tennessee (without giving effect to its conflicts of law principles) and applicable federal Law shall govern all matters arising from or related to this Grant and all documents related hereto including, but not limited to, the validity, interpretation, construction, performance, and enforcement thereof.

(Signature Page Follows)

IN WITNESS WHEREOF, Grantor and Collateral Agent have caused this Security Interest Grant Intellectual Property to be duly executed by their respective officers effective as of the date first written above.

GRANTOR:

GREAT LAKES DENTAL PARTNERS, LLC

By: _____

Name: Justin Ishbia

Its: Chairman

COLLATERAL AGENT:

RESOLUTE CAPITAL PARTNERS
FUND IV, L.P.

By: RESOLUTE CAPITAL SBIC PARTNERS,
LLC, General Partner

By: _____

William J. Nutter, Authorized Member

[Signature Page to Security Interest Grant Intellectual Property]

TRADEMARK
REEL: 006779 FRAME: 0132

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Its: Chairman

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RESOLUTE CAPITAL PARTNERS
FUND IV, L.P.

By: RESOLUTE CAPITAL PARTNERS,
LLC, General Partner

By:  _____

William J. Nutter, Authorized Member

[Signature Page to Security Interest Grant Intellectual Property]

TRADEMARK
REEL: 006779 FRAME: 0133

SCHEDULE A
PATENTS

None

SCHEDULE B
TRADEMARKS/SERVICE MARKS

Trademark	Registration Number	Registration Date	Application Number	Application Date	Jurisdiction
Mate Attracting Smile	4396366	09/03/13			USA
ISMILE Direct (Pending)			87750695	01/10/18	USA
Manus	2,328,229	03/14/00			USA
A Dental World of Difference	2,272,252	08/24/99			USA

SCHEDULE C
COPYRIGHTS

None