

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM564395

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CPF DENTAL HOLDINGS, LLC		08/30/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crestline Direct Finance, L.P.		
<b>Street Address:</b>	201 Main Street, Suite 1900		
<b>City:</b>	Fort Worth		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76102		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4899553	CHANGING THE FACE OF DENTISTRY	
<b>Registration Number:</b>	5156841	CHANGING THE FACE OF DENTISTRY	
<b>Registration Number:</b>	4910101	MARQUEE DENTAL PARTNERS	
<b>Registration Number:</b>	5151800	MARQUEE DENTAL PARTNERS	
<b>Registration Number:</b>	5004948	MARQUEE DENTAL PARTNERS	
<b>Registration Number:</b>	4966399	MARQUEE DENTAL PARTNERS	
<b>Registration Number:</b>	4985318	MARQUEE DENTAL PARTNERS	
<b>Registration Number:</b>	5004949	MARQUEE DENTAL PARTNERS	
<b>Registration Number:</b>	5214890	SHINE BRIGHT	
<b>Registration Number:</b>	5164785	SHINE BRIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044441111		
<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>			
<b>Phone:</b>	7044441124		
<b>Email:</b>	elaine.hunt@alston.com		
<b>Correspondent Name:</b>	Michele M. Glessner		
<b>Address Line 1:</b>	Alston & Bird LLP		
<b>Address Line 2:</b>	101 South Tryon Street, Suite 4000		

CH \$265.00 4899553

<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28280-4000
<b>NAME OF SUBMITTER:</b>	Elaine B. Hunt
<b>SIGNATURE:</b>	/Elaine B. Hunt/
<b>DATE SIGNED:</b>	02/28/2020
<b>Total Attachments: 5</b> source=cpf dental to crestline direct#page1.tif source=cpf dental to crestline direct#page2.tif source=cpf dental to crestline direct#page3.tif source=cpf dental to crestline direct#page4.tif source=cpf dental to crestline direct#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (as it may be amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), dated as of August 30, 2019, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of **CRESTLINE DIRECT FINANCE, L.P.**, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the Secured Parties (as defined in the Pledge and Security Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among **CPF DENTAL, LLC**, a Delaware limited liability company (“Borrower”), **CPF DENTAL HOLDINGS, LLC**, a Delaware limited liability company (“Holdings”), and **CERTAIN SUBSIDIARIES OF CPF DENTAL, LLC**, as Guarantors, the lenders party thereto from time to time (the “Lenders”) and **CRESTLINE DIRECT FINANCE, L.P.**, as Administrative Agent, Collateral Agent and Sole Lead Arranger, the Lenders have made or severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Pledge and Security Agreement, dated as of the date hereof, executed by the Grantors and certain other Grantors (as defined therein) in favor of the Collateral Agent (and it may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), to grant a security interest and Lien in the Collateral of such Grantor to secure the Secured Obligations (as such terms are defined in the Pledge and Security Agreement); and

WHEREAS, all of the Grantors are required to execute and deliver this Agreement pursuant to the terms and conditions of the Pledge and Security Agreement.

NOW, THEREFORE, in consideration of the premises and the extensions of credit made to Borrower under the Credit Agreement and as required by the Pledge and Security Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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, hereby grants to the Collateral Agent for the benefit of the Secured Parties, a present and continuing security interest in and Lien on, all of its rights, titles and interests in, to and under the following Collateral of such Grantor, in each case, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the “Trademark Collateral”):

- (a) all of its Trademarks including those referred to on Annex A attached hereto;
- (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;
- (c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(e) all products and Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

Section 3. Pledge and Security Agreement. The security interest and Lien granted pursuant to this Agreement is granted in conjunction with the security interest and Lien granted to the Collateral Agent by each Grantor pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest and Lien in the Trademark Collateral made and granted hereby by such Grantor are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark Collateral subject to a security interest hereunder.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.**

Section 7. Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Administrative Agent shall promptly, at the reasonable request and expense of the applicable Grantor, provide evidence of such termination. Upon the payment in full of the Secured Obligations (other than contingent indemnification obligations not yet due and payable) in accordance with the provisions of the Credit Agreement, upon Borrower's request, Collateral Agent will promptly, at the sole expense of Grantors, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantors to evidence such termination and release.

[remainder of page intentionally left blank]

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

CPF DENTAL HOLDINGS, LLC, as Grantor

By: Fred Ward  
Name: Fred Ward  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

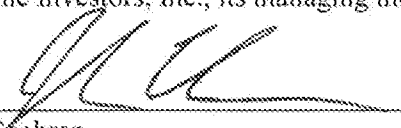
TRADEMARK  
REEL: 006877 FRAME: 0858

**ACCEPTED AND AGREED**  
as of the date first above written:

**CRESTLINE DIRECT FINANCE, L.P.,**  
as Collateral Agent

By: Crestline Direct Finance (GP), L.L.C., its general partner

By: Crestline Investors, Inc., its managing member

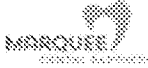


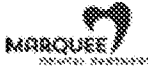
By:   
Name: John Cochran  
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006877 FRAME: 0859**

ANNEX A

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	Application/ Registration Date
CPF Dental Holdings, LLC	United States of America	CHANGING THE FACE OF DENTISTRY	RN: 4,899,553 SN: 86/658,486	Feb. 9, 2016
CPF Dental Holdings, LLC	United States of America	CHANGING THE FACE OF DENTISTRY	RN: 5,156,841 SN: 86/658,878	March 7, 2017
CPF Dental Holdings, LLC	United States of America	MARQUEE DENTAL PARTNERS	RN: 4,910,101 SN: 86/612,014	March 1, 2016
CPF Dental Holdings, LLC	United States of America	MARQUEE DENTAL PARTNERS	RN: 5,151,800 SN: 86/612,010	Feb. 28, 2017
CPF Dental Holdings, LLC	United States of America	MARQUEE DENTAL PARTNERS and Design 	RN: 5,004,948 SN: 86/723,532	July 19, 2016
CPF Dental Holdings, LLC	United States of America	MARQUEE DENTAL PARTNERS and Design 	RN: 4,966,399 SN: 86/723,564	May 24, 2016
CPF Dental Holdings, LLC	United States of America	MARQUEE DENTAL PARTNERS and Design 	RN: 4,985,318 SN: 86/723,518	June 21, 2016
CPF Dental Holdings, LLC	United States of America	MARQUEE DENTAL PARTNERS and Design 	RN: 5,004,949 SN: 86/723,567	July 19, 2016
CPF Dental Holdings, LLC	United States of America	SHINE BRIGHT	RN: 5,214,890 SN: 86/911,611	May 30, 2017
CPF Dental Holdings, LLC	United States of America	SHINE BRIGHT	RN: 5,164,785 SN: 87/110,562	Mar. 21, 2017
CPF Dental Holdings, LLC	United States of America	NASHVILLE FAMILY DENTISTRY	RN: TN 55579 AN: 79703628	Jan. 20, 2019