

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption of First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as Assignor		04/30/2020	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Assignee		
Street Address:	191 N. Wacker Drive		
Internal Address:	30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2407182	GREAT EXPRESSIONS DENTAL CENTERS	
Registration Number:	2412950	GREAT EXPRESSIONS	
Registration Number:	3258754	LOOK FOR THE SMILE ABOVE OUR NAME	
Registration Number:	3261027		
Registration Number:	4138478	NANSTON	
Registration Number:	4256157	GREAT EXPRESSIONS DENTAL CENTERS	
Registration Number:	4839586	SMILE PROTECTION PLAN	
Registration Number:	5423870	THE POWER OF ONE	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	312/876-7628		
Email:	linda.kastner@lw.com		
Correspondent Name:	Linda R. Kastner, c/o Latham & Watkins L		
Address Line 1:	330 N. Wabash Avenue		
Address Line 2:	Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60611		

OP \$215.00 2407182

NAME OF SUBMITTER:	Linda Kastner
SIGNATURE:	/lk/
DATE SIGNED:	05/01/2020
Total Attachments: 4 source=Great Expresssions - Assignment of Trademark Security Agreement [Executed]#page1.tif source=Great Expresssions - Assignment of Trademark Security Agreement [Executed]#page2.tif source=Great Expresssions - Assignment of Trademark Security Agreement [Executed]#page3.tif source=Great Expresssions - Assignment of Trademark Security Agreement [Executed]#page4.tif	

**ASSIGNMENT AND ASSUMPTION OF
FIRST LIEN TRADEMARK SECURITY AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF FIRST LIEN TRADEMARK SECURITY AGREEMENT (this "Assignment and Assumption"), dated as of April 30, 2020, is made by ARES CAPITAL CORPORATION, as resigning administrative agent, as assignor ("Assignor"), and NXT CAPITAL, LLC, as successor administrative agent, as assignee ("Assignee").

WHEREAS, ADG, LLC, a Michigan limited liability company ("Grantor"), and Assignor entered into that certain First Lien Trademark Security Agreement, dated as of September 28, 2016 (as amended, supplemented or otherwise modified prior to the date hereof, "Trademark Security Agreement"), pursuant to which Assignor received from Grantor a security interest in certain intellectual property, including, but not limited to, the trademarks set forth on **Schedule 1** and including such other trademark rights set forth in the Trademark Security Agreement ("Trademark Collateral"), which Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") at Reel/Frame 5885/0824; and

WHEREAS, pursuant to the Successor Agent Agreement, dated as of the date hereof (the "Successor Agent Agreement"), by, among others, the Assignor and the Assignee, Assignor has irrevocably assigned to Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent under the Credit Agreement (as defined in the Trademark Security Agreement) and other Loan Documents (as defined in the Credit Agreement), including the Trademark Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

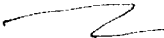
1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.
2. Assignor hereby, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to Assignee all of its rights, title and interest in and to the Trademark Security Agreement and the Trademark Collateral thereunder.
3. Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recordation at the USPTO. The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.
4. In the event of any conflict between this Trademark Security Agreement and any provision of the Successor Agent Agreement or the Security Agreement (as defined in the Credit Agreement), the Successor Agent or the Security Agreement, as applicable, shall control.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in any number of 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.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, each party hereto has caused this Assignment and Assumption to be duly executed as of the date first above written.

ASSIGNOR:

ARES CAPITAL CORPORATION

By:  _____

Name: Scott Lem

Title: Authorized Signatory

ASSIGNEE:

NXT CAPITAL, LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, each party hereto has caused this Assignment and Assumption to be duly executed as of the date first above written.

ASSIGNOR:

ARES CAPITAL CORPORATION

By: _____

Name:

Title:

ASSIGNEE:

NXT CAPITAL, LLC





By: *Jeremy DeFrancisco*

Name: Jeremy DeFrancisco

Title: Vice President

SCHEDULE 1

TRADEMARK REGISTRATIONS

Mark	App. No.	App. Date	Reg. No.	Reg. Date
GREAT EXPRESSIONS DENTAL CENTERS 	75639907	12-Feb-1999	2407182	21-Nov-2000
GREAT EXPRESSIONS	75580820	2-Nov-1998	2412950	12-Dec-2000
LOOK FOR THE SMILE ABOVE OUR NAME	78965082	31-Aug-2006	3258754	3-Jul-2007
(Design) 	78965102	31-Aug-2006	3261027	10-Jul-2007
NANSTON	85416532	7-Sep-2011	4138478	8-May-2012
GREAT EXPRESSIONS DENTAL CENTERS  GREAT EXPRESSIONS DENTAL CENTERS	85429621	22-Sep-2011	4256157	11-Dec-2012
SMILE PROTECTION PLAN	86385613	4-Sep-2014	4839586	27-Oct-2015
THE POWER OF ONE  ONE	86824878	18-Nov-2015	5423870	03/13/2018

TRADEMARK APPLICATIONS

None.