

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Green Dental Labs, LLC		10/26/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation, as Administrative Agent		
Street Address:	399 Park Avenue		
Internal Address:	38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75160020	CERASYSTEMS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186000		
Email:	jacoblimaldi@paulhastings.com		
Correspondent Name:	Jacob Limaldi		
Address Line 1:	200 Park Avenue		
Address Line 2:	Floor 26		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Jacob Limaldi		
SIGNATURE:	/s/ Jacob Limaldi		
DATE SIGNED:	10/27/2020		
Total Attachments: 5			
source=Barracuda - Trademark Security Agreement (Green Dental Labs)#page1.tif			
source=Barracuda - Trademark Security Agreement (Green Dental Labs)#page2.tif			
source=Barracuda - Trademark Security Agreement (Green Dental Labs)#page3.tif			

CH \$40.00 75160020

source=Barracuda - Trademark Security Agreement (Green Dental Labs)#page4.tif

source=Barracuda - Trademark Security Agreement (Green Dental Labs)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 26, 2020, is made by the entity listed on the signature pages hereof (“Grantor”), in favor of Owl Rock Capital Corporation (“Owl Rock”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 3, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the Guarantor Subsidiaries, the Lenders and the L/C Issuers from time to time party thereto, Owl Rock, as Administrative Agent for the Lenders and the L/C Issuers and Owl Rock Capital Corporation, as Arranger Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of October 26, 2020, in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is a party to the Guaranty and Security Agreement pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. 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. 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 Grantor, hereby grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”) (excluding any Excluded Property):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, the U.S. registered Trademarks and U.S. applications for registration thereof referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

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

Section 5. Counterparts. This Trademark Security 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 Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

Very truly yours,

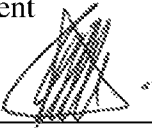
GREEN DENTAL LABS, LLC
as Grantor

By: 

Name: David Waltzer
Title: CFO and Secretary

ACCEPTED AND AGREED
as of the date first above written:

OWL ROCK CAPITAL CORPORATION
as Administrative Agent

By:  _____
Name: Alexis Maged
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007088 FRAME: 0006

SCHEDULE 1

U.S. REGISTERED TRADEMARKS AND U.S. TRADEMARK APPLICATIONS:

Grantor	Title	Filing Date/Issued Date	Status	Serial/Registration No.
Green Dental Labs, LLC	CERASYSTEMS	9/3/1996 / 4/6/1999	Registered	75/160,020 / 2,237,174