

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM617934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peak Dental Services, LLC		12/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC, as Agent		
Street Address:	111 S. Wacker Drive, 36th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88674049	PEAK DENTAL SERVICES	
Serial Number:	88674061	PEAK DENTAL SERVICES	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312-577-8438		
Email:	raquel.haleem@katten.com		
Correspondent Name:	Raquel Haleem c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Raquel Haleem		
SIGNATURE:	/Raquel Haleem/		
DATE SIGNED:	12/31/2020		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 31st day of December, 2020, by PEAK DENTAL SERVICES, LLC a Delaware limited liability company (“**Grantor**”), in favor of TWIN BROOK CAPITAL PARTNERS, LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the Borrowers, the financial institutions party thereto from time to time as Lenders and Grantee have entered into that certain Credit Agreement dated as of December 31, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of December 31, 2020 among Grantee, Grantor and the Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of the Guarantee and Collateral Agreement. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any “intent-to-use” Trademark application that constitutes Excluded Property for so long as such “intent-to-use” Trademark application constitutes Excluded Property.

4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PEAK DENTAL SERVICES, LLC, a Delaware
limited liability company

DocuSigned by:

Andrew (A.J.) Peak

By: _____

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Name: Andrew John Peak

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007153 FRAME: 0678

Agreed and Accepted
As of the Date First Written Above:

TWIN BROOK CAPITAL PARTNERS, LLC,
as Agent


Drew Guyette (Reg. ID: 2022012494 CST)
By: _____
Name: Drew Guyette
Title: Chief Credit Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007153 FRAME: 0679

Schedule A

U.S. Trademark Registrations

None.

U.S. Trademark Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Status of Mark
PEAK DENTAL SERVICES	88674049	10/30/19	N/A	N/A	Pending
PEAK DENTAL SERVICES	88674061	10/30/19	N/A	N/A	Pending