# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM626649

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BRIGHT DIRECTION DENTAL LLC		02/17/2021	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	WINTRUST BANK, N.A.
Street Address:	231 SOUTH LASALLE STREET
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	National Banking Association: UNITED STATES

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark	
Serial Number:	88233685	BRIGHT DIRECTION	

# CORRESPONDENCE DATA

Fax Number: 3124607000

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.

Phone: 312-460-5000

slott@seyfarth.com Email: Stephen D. Lott **Correspondent Name:** Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 8000

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	069744-000042	
NAME OF SUBMITTER:	Stephen D. Lott	
SIGNATURE:	/Stephen D. Lott/	
DATE SIGNED:	02/17/2021	

#### **Total Attachments: 4**

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### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of February 17, 2021, is by BRIGHT DIRECTION DENTAL LLC, a Delaware limited liability company (the "<u>Grantor</u>"), in favor of WINTRUST BANK, N.A. (the "Bank"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Agreement referenced below.

# **RECITALS**

- A. The Grantor, Holdings and the Bank have entered into a Revolving Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Bank has agreed to make loans to, and issue letters of credit for the account of, Grantor and Holdings.
- B. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor and Holdings under the Loan Agreement and all other Loan Documents.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in <u>Schedule 1</u> annexed hereto, any trademark issued pursuant to a trademark application referred to in <u>Schedule 1</u> and any trademark licensed under any trademark license listed on <u>Schedule 1</u> annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BRIGHT DIRECTION DENTAL LLC By: Griffith Partners LLC, manager

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	Ryan Griffigh	
	Manager '	
Acknowledged:		
WINTRUST BANK, N.A.		
By:		
Stephanie B. Hartnett		
Assistant Vice President		

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

BRIGHT DIRECTION DENTAL LLC By: Griffith Partners LLC, manager

Manager

By:\_\_\_\_\_\_ Ryan Griffith

Acknowledged:

WINTRUST BANK, N.A.

Stephanie B. Hartnett

Assistant Vice President

# SCHEDULE 1

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# TRADEMARK SECURITY AGREEMENT

# **Trademarks, Trademark Applications and Trademark Licenses**

Trademark	App. Number	App. Date	Reg. Number	Reg. Date
Bright Direction	88233685	December 18,	59688849	January 21, 2020
		2018		

68214928v.1

**RECORDED: 02/17/2021**