

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RW PBHS ACQUISITIONCO, LLC		02/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank, as Administrative and Collateral Agent		
Street Address:	3003 TASMAN DRIVE, HF 150		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5548358	PBHS	
Registration Number:	4431050	ICONSULT	
Registration Number:	4271054	ICONSULT:ENDO	
Registration Number:	4271049	ICONSULT:PERIO	
Registration Number:	4267317		
Registration Number:	4803470	TRUFORM	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1334670 TM		
NAME OF SUBMITTER:	Alicia Vellante		
SIGNATURE:	/Alicia Vellante/		

OP \$165.00 5548358

DATE SIGNED:	03/01/2021
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Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “*Agreement*”) is entered into as of February 10, 2021 by and between **RW PBHS ACQUISITIONCO, LLC**, a Delaware limited liability company (the “*Grantor*”) and **SILICON VALLEY BANK (“SVB”)**, as administrative agent and collateral agent for the Lenders (as defined below) (together with its successors and assigns, in such capacities, the “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties have agreed to make certain advances of money and to extend certain financial accommodations to the Grantor (the “*Loans*”) in the amounts and manner set forth in that certain Credit Agreement, dated as of February 10, 2021, by and among **RWS MIDCO, LLC**, a Delaware limited liability company (“*Holdings*”), the Grantor, the Lenders party thereto from time to time (the “*Lenders*”), SVB as the Issuing Lender and Swingline Lender, and the Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by the Administrative Agent, the Lenders and the other Secured Parties to make the Loans to the Grantor under the Credit Agreement, Holdings and the Grantor have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make the Loans to the Grantor, but only upon the condition, among others, that the Grantor shall grant to Administrative Agent, for the benefit of the Secured Parties, a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the Secured Obligations of the Grantor under the Credit Agreement, the Guarantee and Collateral Agreement and the other Loan Documents.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Holdings and the Grantor have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Holdings’ and the Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Secured Obligations, the Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Secured Obligations under the Credit Agreement and the other Loan Documents, the Grantor grants and pledges to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits) and goodwill associated therewith, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; provided that, notwithstanding the foregoing, the security interests created by this Intellectual Property Security Agreement shall not extend to, and the term "Collateral" (including all of the individual items comprising Collateral) shall not include, any Excluded Assets.

This security interest is granted in conjunction with the security interest granted to Administrative Agent, for the benefit of the Secured Parties, under the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts (including by facsimile and/or electronic mail), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

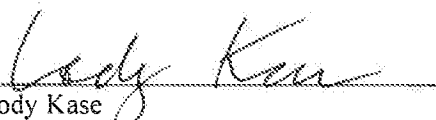
THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE CONFLICT OF LAW RULES) OF THE STATE OF NEW YORK

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

RW PBHS ACQUISITIONCO, LLC,
a Delaware limited liability company

By: 
Name: Cody Kase
Title: Vice President, Treasurer and Secretary

ADMINISTRATIVE AGENT

SILICON VALLEY BANK

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

RW PBHS ACQUISITIONCO, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ADMINISTRATIVE AGENT

SILICON VALLEY BANK

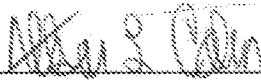
By:  _____
Name: Allison L. Cohen
Title: Vice President

EXHIBIT A

Copyrights

Grantor: RW PBHS ACQUISITIONCO, LLC

Country / Jurisdiction	Holder	Title	Registration No.	Registration Date
United States	RW PBHS Acquisitionco, LLC	2009 pbhs animations	PA0001844279	20-May-2013
United States	RW PBHS Acquisitionco, LLC	2008 pbhs animations/3D Trauma, et al.	PA0001844426	21-May-2013
United States	RW PBHS Acquisitionco, LLC	apicoectomy pbhs.	PA0001844267	20-May-2013
United States	RW PBHS Acquisitionco, LLC	2008 pbhs still graphics/bacterial pbhs, et al.	VA0001876977	21-May-2013
United States	RW PBHS Acquisitionco, LLC	2005 pbhs human touch/Human Touch Implant, et al.	PA0001844429	21-May-2013
United States	RW PBHS Acquisitionco, LLC	PBHS Informed Consent Videos/Informed Consent for Patients, et al.	PA0001844395	21-May-2013
United States	RW PBHS Acquisitionco, LLC	PBHS 2010 Animations	PA0001844284	20-May-2013
United States	RW PBHS Acquisitionco, LLC	About your wisdom teeth	VA0001319686	9-May-2005
United States	RW PBHS Acquisitionco, LLC	About your wisdom teeth.	VA0001319687	9-May-2005
United States	RW PBHS Acquisitionco, LLC	About your wisdom teeth.	VA0001322510	6-May-2005
United States	RW PBHS Acquisitionco, LLC	Dental implants, smile eat & enjoy.	VA0001303729	9-May-2005
United States	RW PBHS Acquisitionco, LLC	Human touch endodontic.	PA0001300892	20-May-2005
United States	RW PBHS Acquisitionco, LLC	Human touch orthognathic.	PA0001300891	20-May-2005

Country / Jurisdiction	Holder	Title	Registration No.	Registration Date
United States	RW PBHS Acquisitionco, LLC	Human touch third molar.	PA0001289539	20-May-2005
United States	RW PBHS Acquisitionco, LLC	OMS minimodule.	PA0001289536	20-May-2005
United States	RW PBHS Acquisitionco, LLC	Perio minimodule.	PA0001289538	20-May-2005
United States	RW PBHS Acquisitionco, LLC	Silent assistant endodontics.	PA0001280382	20-May-2005
United States	RW PBHS Acquisitionco, LLC	Silent assistant OMS.	PA0001283315	20-May-2005
United States	RW PBHS Acquisitionco, LLC	Silent assistant periodontics.	PA0001280380	20-May-2005
United States	RW PBHS Acquisitionco, LLC	Tooth replacement options & dental implants.	VA0001322511	6-May-2005

EXHIBIT B

Patents

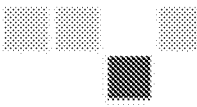
Owner: RW PBHS ACQUISITIONCO, LLC

None.

EXHIBIT C

Trademarks

Grantor: RW PBHS ACQUISITIONCO, LLC

Country / Jurisdiction	Holder	Mark/Name/AN/RN	Status	Class
United States	RW PBHS Acquisitionco, LLC	PBHS (Registration No. 5,548,358)	Registered	Class 35, 42
United States	RW PBHS Acquisitionco, LLC	ICONCONSULT (Registration No. 4,431,050)	Registered	Class 9, 42
United States	RW PBHS Acquisitionco, LLC	ICONCONSULT:ENDO (Registration No. 4,271,054)	Registered	Class 9, 42
United States	RW PBHS Acquisitionco, LLC	ICONCONSULT:PERIO (Registration No. 4,271,049)	Registered	Class 9, 42
United States	RW PBHS Acquisitionco, LLC	Design Only (Registration No. 4,267,317) 	Registered	Class 16, 35, 40, 42
United States	RW PBHS Acquisitionco, LLC	TRUFORM (Registration No. 4,803,470)	Registered	Class 9, 42