

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sentage Corporation		04/01/2021	Corporation: DELAWARE
King Acq., LLC		04/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation		
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: 27			
Property Type	Number	Word Mark	
Registration Number:	5942897	DSG DIGITAL EXPERIENCE CENTER	
Registration Number:	6092257	DSG DXC	
Registration Number:	5942896	DSG DIGITAL EXPERIENCE CENTER	
Registration Number:	5998284	PROFX	
Registration Number:	5998283	PROFX	
Registration Number:	5952706	DENTAL SERVICES GROUP	
Registration Number:	5772694	DENTAL SERVICES GROUP	
Registration Number:	5746882	CHANGING SMILES, ENHANCING PRACTICES	
Registration Number:	5746881	CHANGING SMILES, ENHANCING PRACTICES	
Registration Number:	5645256	NATIONAL NETWORK, LOCAL CARE	
Registration Number:	5645255	NATIONAL NETWORK, LOCAL CARE	
Registration Number:	5636629	DSG	
Registration Number:	5636628	DSG	
Registration Number:	5570031	DSG	
Registration Number:	5570030	DSG	
Registration Number:	4525784	DSZ	
Registration Number:	4129324	DSMZ	
TRADEMARK			

Property Type	Number	Word Mark
Registration Number:	4614696	ALL FOR ONE
Registration Number:	2806401	AFFILIATE MANAGEMENT RESOURCES
Registration Number:	2798860	RELAXER
Registration Number:	2573407	DSG INTEGRITY
Registration Number:	2473238	BRUX-EZE
Registration Number:	2072798	TRI-DENTURE
Registration Number:	2244513	Q A COMMITMENT TO SERVICE & QUALITY
Registration Number:	1101904	ORAPRINT
Registration Number:	2738674	COMFORT GUARD
Registration Number:	2779004	LAB WORKS

CORRESPONDENCE DATA

Fax Number:

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.

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

ATTORNEY DOCKET NUMBER:	94738-00052
NAME OF SUBMITTER:	Jacob Limaldi
SIGNATURE:	/s/ Jacob Limaldi
DATE SIGNED:	04/01/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 1, 2021, is made by Sentage Corporation, a Delaware corporation, and King Acq., LLC, a Delaware limited liability company (each “Grantor”, and collectively, “Grantors”), 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, pursuant to the Joinder Agreement, dated as of the date hereof, Grantors have become party to the Guaranty and Security Agreement, dated as of October 23, 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, each Grantor is party to the Guaranty and Security Agreement pursuant to which each 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, Grantors hereby agree 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. Each 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 such 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 such Grantor (the “Trademark Collateral”) (excluding any Excluded Property):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to 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 Grantors hereby acknowledge and agree 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. Grantors Remain Liable. Grantors hereby agree that, anything herein to the contrary notwithstanding, Grantors 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.

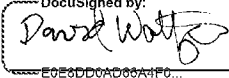
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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,

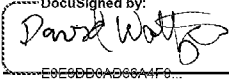
SENTAGE CORPORATION
as Grantor

By: 
Name: David Waltzer
Title: Chief Financial Officer and Secretary

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,

KING ACQ., LLC
as Grantor


By: 
Name: David Waltzer
Title: Chief Financial Officer and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007241 FRAME: 0344

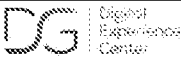

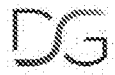

ACCEPTED AND AGREED
as of the date first above written:


OWL ROCK CAPITAL CORPORATION,
as Administrative Agent

By:  _____
Name: Jeff Walwyn
Title: Authorized Signatory

SCHEDULE 1

Registered Trademarks and Applications:

GRANTOR	MARK	JURISDICTION OF APPLICATION/REGISTRATION	SERIAL NUMBER	REGIST. NUMBER	FILING DATE	REGIST. DATE	STATUS
Sentage Corporation		United States	88450772	5942897	5/29/2019	12/24/2019	Active
Sentage Corporation	DSG DXC	United States	88450762	6092257	5/29/2019	6/30/2020	Active
Sentage Corporation	DSG DIGITAL EXPERIENCE CENTER	United States	88450767	5942896	5/29/2019	12/24/2019	Active
Sentage Corporation	PROFX	United States	88296709	5998284	2/11/2019	2/25/2020	Active
Sentage Corporation		United States	88296706	5998283	2/11/2019	2/25/2020	Active
Sentage Corporation	DENTAL SERVICES GROUP	United States	87870023	5952706	4/10/2018	1/7/2020	Active
Sentage Corporation	DENTAL SERVICES GROUP	United States	87800191	5772694	2/16/2018	6/11/2019	Active
Sentage Corporation	CHANGING SMILES, ENHANCING PRACTICES	United States	87800152	5746882	2/16/2018	5/7/2019	Active
Sentage Corporation	CHANGING SMILES, ENHANCING PRACTICES	United States	87800149	5746881	2/16/2018	5/7/2019	Active
Sentage Corporation	NATIONAL NETWORK, LOCAL CARE	United States	87800156	5645256	2/16/2018	1/1/2019	Active
Sentage Corporation	NATIONAL NETWORK, LOCAL CARE	United States	87800153	5645255	2/16/2018	1/1/2019	Active
Sentage Corporation		United States	87800173	5636629	2/16/2018	12/25/2018	Active
Sentage Corporation	DSG	United States	87800163	5636628	2/16/2018	12/25/2018	Active
Sentage Corporation		United States	87800168	5570031	2/16/2018	9/25/2018	Active
Sentage Corporation	DSG	United States	87800165	5570030	2/16/2018	9/25/2018	Active
Sentage Corporation	DSZ	United States	86078899	4525784	9/30/2013	5/6/2014	Active

Sentage Corporation	DSMZ	United States	85102408	4129324	8/6/2010	4/17/2012	Active
Sentage Corporation	ALL FOR ONE	United States	85965804	4614696	6/20/2013	9/30/2014	Active
Sentage Corporation	AFFILIATE MANAGEMENT RESOURCES	United States	76476496	2806401	12/18/2002	1/20/2004	Active
Sentage Corporation	RELAXER	United States	76412655	2798860	5/28/2002	12/23/2003	Active
Sentage Corporation	DSG INTEGRITY	United States	76245013	2573407	4/23/2001	5/28/2002	Active
Sentage Corporation	BRUX-EZE	United States	75961489	2473238	2/26/2000	7/31/2001	Active
Sentage Corporation	TRI-DENTURE	United States	75040544	2072798	1/4/1996	6/17/2997	Active
Sentage Corporation		United States	75431673	2244513	2/10/1998	5/11/1999	Active
Sentage Corporation	ORAPRINT	United States	73130288	1101904	6/4/1977	9/12/1978	Active
King Acq., LLC	COMFORT GUARD	United States	76364034	2738674	1/28/2002	7/15/2003	Active
King Acq., LLC	LAB WORKS	United States	76333923	2779004	11/5/2001	11/4/2003	Active