

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636607

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Knight Dental Group, Inc.		04/02/2021	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	NXT Capital, LLC, as Administrative Agent		
Street Address:	191 N. Wacker Drive, 30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4443544	KAMELEON	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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>			
Email:	tlockley@mcguirewoods.com		
Correspondent Name:	Tequira Lockley - Paralegal		
Address Line 1:	1230 Peachtree Street, N.E., Suite 2100		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Tequira Lockley		
SIGNATURE:	//Tequira Lockley//		
DATE SIGNED:	04/02/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 2nd day of April, 2021, by Knight Dental Group, Inc., a Florida corporation ("Grantor"), in favor of NXT Capital, LLC, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (herein, "Grantee");

WITNESSETH

WHEREAS, Grantor, one or more of its affiliates, Grantee and the lenders identified therein are parties to a certain Credit Agreement dated as of April 2, 2021 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Lenders;

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement dated as of April 2, 2021 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Secured Parties, a security interest in substantially all of the 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 Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations (as defined in 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 Collateral Agreement. The Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement. If there is a conflict between the Collateral Agreement and this Agreement, the terms of the Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the 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, including without limitation those listed on Schedule 1 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 Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future, (a) all rights to sue and recover at law or in equity for any past, present, and future infringement, misappropriation, dilution, violation, of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Collateral Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Grantee pursuant to the

Collateral Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement.

4. Grantors Remain 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 or desirable actions in connection with its Trademarks subject to a security interest hereunder.

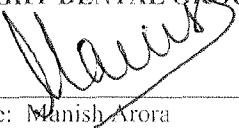
5. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

6. Counterparts. This 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.

[Signature page follows]

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

KNIGHT DENTAL GROUP, INC.

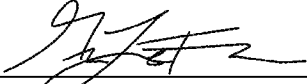
By: 
Name: Manish Arora
Title: Chief Financial Officer

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007243 FRAME: 0444

Agreed and Accepted
As of the Date First Written Above

NXT CAPITAL, LLC,
as Administrative Agent

By:  _____

Name: Griffin LeFrancois

Title: Vice President

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007243 FRAME: 0445

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
KAMELEON	4,443,544	December 3, 2013

TRADEMARK APPLICATIONS

None.