

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM644927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Electronic Attachment, Inc.		05/05/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank, N.A.		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6310938	PRACTICE CORE	
Registration Number:	6247175	VYNE DENTAL	
Registration Number:	6241349	VYNE DENTAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2126834120		
Email:	luis.rodriquez@unitedcorporate.com		
Correspondent Name:	Elaine Carrera		
Address Line 1:	32 Old Slip		
Address Line 2:	C/O CAHILL GORDON & REINDEL LLP		
Address Line 4:	NEW YORK, NEW YORK 10005		
NAME OF SUBMITTER:	ELAINE CARRERA		
SIGNATURE:	/ELAINE CARRERA/		
DATE SIGNED:	05/07/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”) is made as of May 5, 2021, between the signatories hereto (each a “Grantor” and collectively, the “Grantors”) in favor of BMO HARRIS BANK N.A., as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain Guarantee and Collateral Agreement, dated as of June 24, 2019 (as supplemented by that certain Supplement No. 1 to Guarantee and Collateral Agreement, dated as of March 13, 2020, by and among RES Rollover HoldCo, Inc., a Delaware corporation, the Grantor and the Collateral Agent, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”; terms used in this Agreement and not otherwise defined herein have the respective meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantor, the other grantors party thereto, Pledgor and the Collateral Agent; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, each Grantor has (i) as collateral security for the Obligations, granted to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the Collateral, including, without limitation, certain Intellectual Property of each Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Grant of Security. As collateral security for the Obligations, each Grantor hereby grants to the Collateral Agent a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, excluding, however, any of the following that is an Excluded Asset (collectively, the “Intellectual Property Collateral”):

- (a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office) or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such

intent-to-use trademark application or any registration issuing therefrom under applicable federal Law and, except to the extent perfected by the filing of a UCC financing statement, any foreign intellectual property.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Guarantee and Collateral Agreement or the Credit Agreement, the provisions of the Guarantee and Collateral Agreement or the Credit Agreement shall govern.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

NATIONAL ELECTRONIC ATTACHMENT,
INC.,
as Grantor

DocuSigned by:
Claudia Stein-Martin
By: _____
D91843B0849149B
Name: Claudia Stein-Martin
Title: Chief Financial Officer, Secretary &
Assistant Treasurer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 007283 FRAME: 0788

BMO HARRIS BANK N.A.,
as Collateral Agent

By: 
Name: Mitchell Kinastowski
Title: Vice President

Schedule 1

Grantor Trademarks:

<u>Registration or Application No. (indicate if an application)</u>	<u>Registration or Application Date</u>	<u>Jurisdiction</u>	<u>Mark</u>	<u>Owner</u>
6310938	3/30/2021	United States	PRACTICE CORE	NATIONAL ELECTRONIC ATTACHMENT, INC.
6247175	1/12/2021	United States	VYNE DENTAL	NATIONAL ELECTRONIC ATTACHMENT, INC.
6241349	1/5/2021	United States	VYNE DENTAL	NATIONAL ELECTRONIC ATTACHMENT, INC.