

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649108

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Eagle Instruments, LLC		05/24/2021	Limited Liability Company: DELAWARE
Panoramic Rental Corp.		05/24/2021	Corporation: MISSOURI
Promident, LLC		05/24/2021	Limited Liability Company: NEW YORK
ValuDent LLC		05/24/2021	Limited Liability Company: NEW YORK
Young Dental Manufacturing I, LLC		05/24/2021	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

Name:	Jefferies Finance LLC
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5476443	PRO THIN
Registration Number:	5424173	ENVISION
Registration Number:	5798171	ECOTEX
Registration Number:	5792459	CLEAR BLUE
Registration Number:	5774349	WELTEX
Registration Number:	5762993	CHALLENGER
Registration Number:	5762991	DASH
Registration Number:	5762984	CLEAR ADVANTAGE
Registration Number:	2191940	WELTEX
Registration Number:	6240466	SPLATTER GUARD
Registration Number:	5637951	ZOOBY
Registration Number:	5538222	YOUNG VARNISH PEN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5352341	VARNISH PEN

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.

Phone: 2127013365
 Email: ecarrera@cahill.com
 Correspondent Name: Elaine Carrera, Senior Paralegal
 Address Line 1: 32 Old Slip
 Address Line 2: c/o Cahill Gordon & Reindel LLP
 Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	41260.0333
NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/24/2021

Total Attachments: 6

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of May 24, 2021, between each signatory hereto (the “Grantors”) in favor of JEFFERIES FINANCE LLC, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

RECITALS:

WHEREAS, reference is made to that certain First Lien Guarantee and Collateral Agreement, dated as of November 7, 2017 (as supplemented by that certain Supplement No. 1, dated as of March 13, 2018, by Young Mydent, LLC, a Delaware limited liability company, in favor of the Collateral Agent, that certain Supplement No. 2, dated as of September 18, 2018, by Promident Holdings, Inc., a Delaware corporation, Promident LLC, a New York limited liability company, and ValuDent LLC, a New York limited liability company, in favor of the Collateral Agent, that certain Supplement No. 3, dated as of January 18, 2019, by OrthoQuest Holdings, Inc., a Delaware corporation, and OrthoQuest, Inc., a Nebraska corporation, in favor of the Collateral Agent, and that certain Supplement No. 4, dated as of July 31, 2020, by PuraGraft Holdings, Inc., a Delaware corporation, and the Grantors, in favor of 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 meanings set forth in the Guarantee and Collateral Agreement), by and among the Grantors, the other grantors party thereto 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 such 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 of the Grantors 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”): 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 on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as of the date hereof. 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. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

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.

SECTION 6. Subject to the Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent or any Secured Party hereunder are subject to the provisions of the Intercreditor Agreement, dated November 7, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Jefferies, as First Lien Agent, Jefferies, as Second Lien Agent, each Additional First Lien Representative and Additional Second Lien Representative from time to time party thereto, and acknowledged by the Grantors (as defined therein) and other

persons from time to time party thereto. If there is a conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantors 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.

AMERICAN EAGLE INSTRUMENTS, LLC
PANORAMIC RENTAL CORP.
PROMIDENT, LLC
VALUDENT LLC
YOUNG DENTAL MANUFACTURING I,
LLC,
each, as a Grantor

By: 
Name: David Sproat
Title: President

JEFFERIES FINANCE LLC,
as Collateral Agent

By: _____
Name:
Title:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: Paul Chisholm
Name: Paul Chisholm
Title: Managing Director

Schedule 1

U.S. Trademarks and Applications:

	Owner	Trademark	Appl. No. Filing Date	Reg. No. Reg. Date
1.	American Eagle Instruments, LLC	PRO THIN	87271819 12/16/2016	5476443 05/22/2018
2.	Panoramic Rental Corp.	ENVISION	87094357 07/06/2016	5424173 03/13/2018
3.	Promident, LLC	ECOTEX	88161548 10/19/2018	5798171 07/09/2019
4.	Promident, LLC	CLEAR BLUE	88161566 10/19/2018	5792459 07/02/2019
5.	Promident, LLC	WELTEX	88161553 10/19/2018	5774349 06/11/2019
6.	Promident, LLC	CHALLENGER	88161666 10/19/2018	5762993 05/28/2019
7.	Promident, LLC	DASH	88161645 10/19/2018	5762991 05/28/2019
8.	Promident, LLC	CLEAR ADVANTAGE	88161583 10/19/2018	5762984 05/28/2019
9.	ValuDent LLC	WELTEX	75259059 03/18/1997	2191940 09/29/1998
10.	Young Dental Manufacturing I, LLC	SPLATTER GUARD	88389716 04/17/2019	6240466 01/05/2021
11.	Young Dental Manufacturing I, LLC	ZOOBY	87920274 05/14/2018	5637951 12/25/2018
12.	Young Dental Manufacturing I, LLC	YOUNG VARNISH PEN	87346915 02/23/2017	5538222 08/14/2018
13.	Young Dental Manufacturing I, LLC	VARNISH PEN	87346906 02/23/2017	5352341 12/05/2017