

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM664650

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Affordable Care LLC		08/02/2021	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KKR Loan Administration Services LLC		
<b>Street Address:</b>	555 California Street, 50th Floor		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 37</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86109151	1-800-DENTURE	
<b>Serial Number:</b>	86599432	1-866-4SONRISA	
<b>Serial Number:</b>	86411810	AFFORDABLE DENTURES	
<b>Serial Number:</b>	76168599	AFFORDABLE DENTURES	
<b>Serial Number:</b>	87171564	AFFORDABLE DENTURES & IMPLANTS	
<b>Serial Number:</b>	87055297	AFFORDABLE DENTURES & IMPLANTS	
<b>Serial Number:</b>	86317422	AFFORDABLE DENTURES & IMPLANTS	
<b>Serial Number:</b>	86109506	AFFORDABLE DENTURES	
<b>Serial Number:</b>	76255939	AFFORDABLE DENTURES A GOOD REASON TO SMI	
<b>Serial Number:</b>	86109183	AFFORDABLE DENTURES AND CROWNS	
<b>Serial Number:</b>	87447431	AFFORDABLE IMPLANT PACKAGE	
<b>Serial Number:</b>	86089636	AFFORDABLE IMPLANTS	
<b>Serial Number:</b>	85856445	AFFORDABLE IMPLANTS	
<b>Serial Number:</b>	87171542	AFFORDABLE TEETH REPLACEMENT	
<b>Serial Number:</b>	87171525	AFFORDABLE TOOTH REPLACEMENT	
<b>Serial Number:</b>	78807212	AFFORDENT	
<b>Serial Number:</b>	77183961	AFFORDENT	
<b>Serial Number:</b>	87233694	CLINICAL PATHWAY EXCELLENCE IN IMPLANTOL	
<b>Serial Number:</b>	85372768	DDS	
<b>TRADEMARK</b>			

OP \$940.00 86109151

Property Type	Number	Word Mark
Serial Number:	77183920	DDS DENTURES & DENTAL SERVICES
Serial Number:	85372763	DDS DENTURES & DENTAL SERVICES
Serial Number:	86973033	DDS DENTURES + IMPLANT SOLUTIONS
Serial Number:	86972966	DDS DENTURES + IMPLANT SOLUTIONS
Serial Number:	85433226	DENTURES & DENTAL SERVICES
Serial Number:	87083373	IT'S YOUR PROFESSION. OWN IT.
Serial Number:	88475849	MAKE MY SMILE
Serial Number:	90182784	GO AHEAD & SMILE
Serial Number:	86109166	NEW DENTURE WEARER PACKAGE
Serial Number:	87381609	ONE CALL & ONE DAY CAN CHANGE YOUR TOMOR
Serial Number:	88649147	REALFIT 3D
Serial Number:	88423063	SEVAREDENT
Serial Number:	87083389	TECHNICIAN FOUNDED. TECHNICIAN MANAGED.
Serial Number:	86653381	TU SONRISA DE CONFIANZA
Serial Number:	87024928	ULTIMATE DENTURE
Serial Number:	87978346	ULTIMATEFIT DENTURE
Serial Number:	87679754	ULTIMATEFIT DENTURE
Serial Number:	86109205	AFFORDABLE DENTURE MOMENTS

**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:** 17044933657

**Email:** mmcgill@kslaw.com

**Correspondent Name:** Maggie McGill

**Address Line 1:** 300 S. Tryon, Ste 2700

**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**ATTORNEY DOCKET NUMBER:** 18876.515177

**NAME OF SUBMITTER:** Maggie McGill

**SIGNATURE:** /Maggie McGill/

**DATE SIGNED:** 08/03/2021

**Total Attachments: 7**

- source=Project Apollo (Harvest) - Trademark Security Agreement Executed#page1.tif
- source=Project Apollo (Harvest) - Trademark Security Agreement Executed#page2.tif
- source=Project Apollo (Harvest) - Trademark Security Agreement Executed#page3.tif
- source=Project Apollo (Harvest) - Trademark Security Agreement Executed#page4.tif
- source=Project Apollo (Harvest) - Trademark Security Agreement Executed#page5.tif
- source=Project Apollo (Harvest) - Trademark Security Agreement Executed#page6.tif
- source=Project Apollo (Harvest) - Trademark Security Agreement Executed#page7.tif

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of August 2, 2021, is made by the Grantor (as identified below), in favor of KKR Loan Administration Services LLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

**WHEREAS**, Affordable Care, LLC, a North Carolina limited liability company (“**Grantor**”), owns the Trademark Collateral (as defined below); and

**WHEREAS**, the Grantor is party to a Security Agreement, dated as of August 2, 2021, (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”): (a) all Trademarks, including the Trademarks registered or applied for in the United States Patent and Trademark Office and set forth on Schedule A annexed hereto, (b) the goodwill of such Grantor’s business associated with the use thereof or symbolized thereby, (c) all rights to sue at law or in equity for any past, present, and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, (d) all agreements related to the license, ownership, development, use or disclosure of any of the foregoing, and (e) all Proceeds of any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto; but excluding any Excluded Property (including any “**intent-to-use**” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing (and acceptance by the United State Patent and Trademark Office) of a “**Statement of Use**” pursuant to Section 1(d) of the Lanham Act or an “**Amendment to Allege Use**” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law).

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are

hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Upon the Termination Date, the security interest granted hereby shall automatically terminate, the Trademark Collateral shall be automatically released, this Agreement shall terminate, and all rights to the Trademark Collateral shall revert to Grantor, all without delivery of any instrument or performance of any act by any Person; provided, however, at Grantor's request, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing confirming the release and termination of the security interest in the Trademark Collateral granted hereby for filing with the United States Patent and Trademark Office.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO THE VALIDITY, INTERPRETATION, CONSTRUCTION, BREACH, ENFORCEMENT OR TERMINATION HEREOF, AND WHETHER ARISING IN CONTRACT OR TORT OR OTHERWISE, SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**AFFORDABLE CARE, LLC**

By:   
Name: Jon Vitiello  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]



Accepted and Agreed:

**KKR LOAN ADMINISTRATION SERVICES LLC,**  
as the Collateral Agent

By: John Knox  
Name: John Knox  
Title: CFO

SCHEDULE A  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND APPLICATIONS

**US Registered Trademarks:**

Trademark	Owner	App No.	App. Date	Reg. No.	Reg. Date
DIXIE DENTAL CENTER	Affordable Care, LLC	110054	N/A	110054	5/18/2006
1-800-DENTURE	Affordable Care, LLC	86109151	11/4/2013	4658497	12/23/2014
1-866-4SONRISA	Affordable Care, LLC	86599432	4/16/2015	4921892	3/22/2016
AFFORDABLE DENTURES	Affordable Care, LLC	86411810	10/1/2014	4869297	12/15/2015
AFFORDABLE DENTURES	Affordable Care, LLC	76168599	11/20/2000	2546707	3/12/2002
AFFORDABLE DENTURES & IMPLANTS	Affordable Care, LLC	87171564	9/14/2016	5314902	10/24/2017
AFFORDABLE DENTURES & IMPLANTS	Affordable Care, LLC	87055297	5/31/2016	5258848	8/8/2017
AFFORDABLE DENTURES & IMPLANTS	Affordable Care, LLC	86317422	6/23/2014	5111873	1/3/2017
AFFORDABLE DENTURES (& Design)  AFFORDABLE DENTURES	Affordable Care, LLC	86109506	11/4/2013	4665780	1/6/2015
AFFORDABLE DENTURES A GOOD REASON TO SMILE	Affordable Care, LLC	76255939	5/11/2001	2665616	12/24/2002
AFFORDABLE DENTURES AND CROWNS	Affordable Care, LLC	86109183	11/4/2013	4665776	1/6/2015
AFFORDABLE IMPLANT PACKAGE	Affordable Care, LLC	87447431	5/12/2017	5880514	10/8/2019
AFFORDABLE IMPLANTS	Affordable Care, LLC	86089636	10/11/2013	4718890	4/14/2015
AFFORDABLE IMPLANTS	Affordable Care, LLC	85856445	2/21/2013	4672315	1/13/2015
AFFORDABLE TEETH REPLACEMENT	Affordable Care, LLC	87171542	9/14/2016	5561656	9/11/2018
AFFORDABLE TOOTH REPLACEMENT	Affordable Care, LLC	87171525	9/14/2016	5561655	9/11/2018
AFFORDENT	Affordable Care, LLC	78807212	2/3/2006	3490424	8/19/2008
AFFORDENT (& Design) 	Affordable Care, LLC	77183961	5/17/2007	3525001	10/28/2008
CLINICAL PATHWAY EXCELLENCE IN IMPLANTOLOGY EXTRACTIONS IMPLANTS	Affordable Care, LLC	87233694	11/11/2016	5371350	1/2/2018

Trademark	Owner	App No.	App. Date	Reg. No.	Reg. Date
RESTORATION INNOVATION IN  (& Design)					
DDS (& Design) 	Affordable Care, LLC	85372768	7/15/2011	4290391	2/12/2013
DDS DENTURES & DENTAL SERVICES (& Design - DDS Stylized) 	Affordable Care, LLC	77183920	5/17/2007	3635872	6/9/2009
DDS DENTURES & DENTAL SERVICES (& Design - Shaded Square) 	Affordable Care, LLC	85372763	7/15/2011	4460780	1/7/2014
DDS DENTURES + IMPLANT SOLUTIONS	Affordable Care, LLC	86973033	4/12/2016	5278297	8/29/2017
DDS DENTURES + IMPLANT SOLUTIONS (& Design) 	Affordable Care, LLC	86972966	4/12/2016	5272971	8/22/2017
DENTURES & DENTAL SERVICES	Affordable Care, LLC	85433226	9/27/2011	4125615	4/10/2012
IT'S YOUR PROFESSION. OWN IT.	Affordable Care, LLC	87083373	6/24/2016	5231028	6/27/2017
MAKE MY SMILE	Affordable Care, LLC	88475849	6/17/2019	6234628	12/29/2020
MISCELLANEOUS DESIGN (Go Ahead and Smile) 	Affordable Care, LLC	90182784	9/15/2020	N/A	N/A
NEW DENTURE WEARER PACKAGE	Affordable Care, LLC	86109166	11/4/2013	4677385	1/27/2015
ONE CALL & ONE DAY CAN CHANGE YOUR TOMORROW	Affordable Care, LLC	87381609	3/22/2017	5419739	3/6/2018
REALFIT 3D	Affordable Care, LLC	88649147	10/10/2019	N/A	N/A
SEVARE DENT	Affordable Care, LLC	88423063	5/9/2019	6081509	6/16/2020
TECHNICIAN FOUNDED. TECHNICIAN MANAGED.	Affordable Care, LLC	87083389	6/24/2016	5231029	6/27/2017
TU SONRISA DE CONFIANZA	Affordable Care, LLC	86653381	6/5/2015	5098259	12/13/2016
ULTIMATE DENTURE	Affordable Care, LLC	87024928	5/4/2016	5377060	1/9/2018
ULTIMATEFIT DENTURE	Affordable Care, LLC	87978346	11/10/2017	5921874	11/26/2019
ULTIMATEFIT DENTURE	Affordable Care, LLC	87679754	11/10/2017	5753539	5/14/2019



Trademark	Owner	App No.	App. Date	Reg. No.	Reg. Date
AFFORDABLE CARE LLC	Affordable Care, LLC	86109205	11/4/2013	4665777	1/6/2015