

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM668502

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Access Dental Services, LLC		08/18/2021	Limited Liability Company: DELAWARE
Premier Dental Holdings, Inc.		08/18/2021	Corporation: DELAWARE
STX Healthcare Management Services, Inc.		08/18/2021	Corporation: DELAWARE
Western Dental Services, Inc.		08/18/2021	Corporation: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	KKR Loan Administration Services LLC, as Administrative Agent
<b>Street Address:</b>	30 Hudson Yards
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10001
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4958488	ACCESS DENTAL
<b>Registration Number:</b>	4976190	BLUE HILLS DENTAL
<b>Registration Number:</b>	4958489	BLUE HILLS DENTAL
<b>Registration Number:</b>	4598618	BRIDENT
<b>Registration Number:</b>	4603082	BRIDENT
<b>Registration Number:</b>	4598619	BRIDENT DENTAL & ORTHODONTICS
<b>Registration Number:</b>	4598819	BRIDENT DENTAL & ORTHODONTICS
<b>Registration Number:</b>	5777227	CHEW ON
<b>Registration Number:</b>	6092641	CLEARARC
<b>Registration Number:</b>	1834111	DR. BEAUCHAMP
<b>Registration Number:</b>	6030468	MIB
<b>Registration Number:</b>	5124187	SHOW OFF THAT SMILE
<b>Registration Number:</b>	3972529	SOUTH TEXAS DENTAL
<b>Registration Number:</b>	3337397	VITAL SMILES
<b>Registration Number:</b>	2059323	WD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3296197	WD WESTERN DENTAL
Registration Number:	3296198	WD WESTERN DENTAL
Registration Number:	6246132	WD WESTERN DENTAL & ORTHODONTICS FIVE ST
Registration Number:	1647111	WESTERN
Registration Number:	1741665	WESTERN
Registration Number:	6084291	WESTERN DENTAL & ORTHODONTICS
Registration Number:	5618629	WESTERN DENTAL & ORTHODONTICS KIDS
Registration Number:	3296194	WESTERN DENTAL CENTERS
Serial Number:	90541224	GUMXDEFENDER PLUS+

#### 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:** 800-494-5225  
**Email:** ipteam@coagencyglobal.com  
**Correspondent Name:** Stewart Walsh  
**Address Line 1:** 1025 Connecticut Ave NW, Suite 712  
**Address Line 2:** COGENCY GLOBAL Inc.  
**Address Line 4:** Washington, D.C. 20036

<b>ATTORNEY DOCKET NUMBER:</b>	1454387 TM
<b>NAME OF SUBMITTER:</b>	Christian Craft
<b>SIGNATURE:</b>	/Christian Craft/
<b>DATE SIGNED:</b>	08/18/2021

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 18, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by each entity identified as a GRANTOR on the signature pages hereto (each, a “**Grantor**”) in favor of KKR Loan Administration Services LLC, as administrative agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Administrative Agent**”).

**WHEREAS**, each Grantor is party to that certain Security Agreement, dated as of August 18, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

**SECTION 1. DEFINED TERMS**

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

**SECTION 2. GRANT OF SECURITY INTEREST**

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all United States registered or applied for Trademarks, including those listed on Schedule A hereto,
- (ii) all, renewals and extensions thereof,
- (iii) all goodwill of the business connected with the use thereof and symbolized thereby,
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, violation or other impairment thereof,
- (v) all Proceeds now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements, dilutions, violations or other impairments thereof, and
- (vi) all rights corresponding thereto throughout the world;

Exhibit IV-1

*provided* that the Trademark Collateral shall not include any Excluded Assets.

**SECTION 2.1 CERTAIN LIMITED EXCLUSIONS**

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to 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 of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

**SECTION 3. 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 for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. RECORDATION**

**Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.**

**SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral granted hereunder shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at such Grantor’s sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

**SECTION 6. GOVERNING LAW**

**THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

**SECTION 7. COUNTERPARTS**

This Trademark Security 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.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

ACCESS DENTAL SERVICES, LLC

By:   
Name: William Demberecky  
Title: Chief Financial Officer

PREMIER DENTAL HOLDINGS, INC.

By:   
Name: William Demberecky  
Title: Chief Financial Officer

WESTERN DENTAL SERVICES, INC.

By:   
Name: William Demberecky  
Title: Chief Financial Officer

STX HEALTHCARE MANAGEMENT SERVICES, INC.

By:   
Name: William Demberecky  
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**KKR LOAN ADMINISTRATION SERVICES  
LLC,**

as Administrative Agent

By: John Knox

Name: John Knox

Title CFO

SCHEDULE A  
to  
TRADEMARK SECURITY AGREEMENT

Trademarks Registrations and Applications:

Grantor	Mark	Status	Serial No.	Filing Date	Reg. No.	Reg. Date
Access Dental Services, LLC	<i>ACCESS DENTAL</i>	Registered	86598436	4/15/2015	4958488	5/17/2016
Access Dental Services, LLC	<i>BLUE HILLS DENTAL</i>	Registered	86598558	4/15/2015	4976190	6/14/2016
Access Dental Services, LLC		Registered	86598548	4/15/2015	4958489	5/17/2016
Premier Dental Holdings, Inc.	<i>BRIDENT</i>	Registered	86005286	7/9/2013	4598618	9/2/2014
Premier Dental Holdings, Inc.		Registered	86077037	9/27/13	4603082	9/9/2014
Premier Dental Holdings, Inc.	<i>BRIDENT DENTAL AND ORTHODONTICS</i>	Registered	86005300	7/9/2013	4598619	9/2/2014
Premier Dental Holdings, Inc.		Registered	86077087	9/27/2013	4598819	9/2/2014
Western Dental Services, Inc.	<i>CHEW ON</i>	Registered	87931355	5/22/2018	5777227	6/11/2019
Premier Dental Holdings, Inc.	<i>CLEARARC</i>	Registered	88645819	10/8/2019	6092641	6/30/2020
Western Dental Services, Inc.	<i>DR. BEAUCHAMP</i>	Registered	74366104	5/3/1993	1834111	5/3/1994
Premier Dental Services, Inc.	<i>GUMXDEFENDER PLUS+</i>	Pending	90541224	2/23/2021	N/A	N/A
Premier Dental Holdings, Inc.	<i>MIB</i>	Registered	88301434	2/14/2019	6030468	4/7/2020
Premier Dental Holdings, Inc.	<i>PREMIER CHOICE DENTAL PLAN &amp; DESIGN</i>	Registered (Arizona)	53592	2/16/2009	N/A	2/16/2009
Premier Dental Holdings, Inc.	<i>SHOW OFF THAT SMILE</i>	Registered	87069597	6/13/2016	5124187	1/17/2017
STX Healthcare Management Services, Inc.	<i>SOUTH TEXAS DENTAL</i>	Registered	77970200	3/26/2010	3972529	6/7/2011

Grantor	Mark	Status	Serial No.	Filing Date	Reg. No.	Reg. Date
STX Healthcare Management Services, Inc.	VITAL SMILES 	Registered	78941482	7/31/2006	3337397	11/13/2007
Western Dental Services, Inc.		Registered	75114758	6/5/1996	2059323	5/6/1997
Western Dental Services, Inc.		Registered	76671834	1/25/2007	3296197	9/25/2007
Western Dental Services, Inc.		Registered	76671835	1/25/2007	3296198	9/25/2007
Western Dental Services, Inc.		Registered	88248875	1/3/2019	6246132	1/12/2021
Western Dental Services, Inc.	WESTERN	Registered (California)	31560	1/4/1988	N/A	1/4/1988
Western Dental Services, Inc.	WESTERN	Registered	74067872	6/11/1990	1647111	6/4/1991
Western Dental Services, Inc.	WESTERN	Registered	74143829	3/4/1991	1741665	12/22/1992
Western Dental Services, Inc.	WESTERN DENTAL & ORTHODONTICS	Registered	88690976	11/13/2019	6084291	6/23/2020
Western Dental Services, Inc.	WESTERN DENTAL AND ORTHODONTICS KIDS	Registered	87596497	9/5/2017	5618629	11/27/2018
Western Dental Services, Inc.		Registered	76671821	1/25/2007	3296194	9/25/2007

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