

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771784

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BONADENT, LLC		12/02/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC BANK USA, as administrative agent		
Street Address:	120 LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	State Bank: ILLINOIS		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3754275	AMERICAN MADE RESTORATIONS	
Registration Number:	4783649	ANTERIOR & COMPLEX CASE SPECIALISTS	
Registration Number:	4576427	ANTERIOR EXPERT SHADE SYSTEM	
Registration Number:	4257598	BONADENT	
Registration Number:	3820783	DANAREN DENTAL LABORATORY	
Registration Number:	4624579	FILLING IN THE GAPS	
Registration Number:	3690155	IRONDENTIST	
Registration Number:	4930191	PRECIZION	
Registration Number:	4743964	STOP TAKING SHADES AND START TAKING PHOT	
Registration Number:	3438165	THE RIGHT FIT	
Registration Number:	3787267	WE MAKE BEAUTIFUL RESTORATIONS AFFORDABL	
Registration Number:	4257604	WORK WITH THE BEST!	
Serial Number:	97617424	BECOME AN ANTERIOR EXPERT	
Serial Number:	97686136	ANTERIOR EXPERT KIT	
CORRESPONDENCE DATA			
Fax Number:	3126097565		
<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>			

CH \$365.00 3754275

Email: phack@vedderprice.com
Correspondent Name: Patricia Hack
Address Line 1: 222 N. LaSalle Street, Suite 2400
Address Line 2: Vedder Price P.C.
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER: Patricia Hack

SIGNATURE: /Patricia Hack/

DATE SIGNED: 12/05/2022

Total Attachments: 6

source=40180000163- Trademark Security Agreement#page1.tif

source=40180000163- Trademark Security Agreement#page2.tif

source=40180000163- Trademark Security Agreement#page3.tif

source=40180000163- Trademark Security Agreement#page4.tif

source=40180000163- Trademark Security Agreement#page5.tif

source=40180000163- Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 2nd day of December, 2022, by BONADENT, LLC, a Delaware limited liability company ("Grantor"); in favor of CIBC BANK USA, in its capacity as administrative agent for itself and the Lenders (as defined in the Credit Agreement (defined below)) and (to the extent provided in the Guaranty and Collateral Agreement (defined below)), their Affiliates ("Agent");

W I T N E S S E T H:

WHEREAS, Grantor, the other Loan Parties thereto, Agent and Lenders are parties to a certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor, by Lenders;

WHEREAS, to induce Agent and the Lenders to enter into the Credit Agreement, Grantor agreed to execute and deliver to Agent that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"), pursuant to which Grantor granted to Agent, for its benefit and the benefit of the Lenders and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a security interest in substantially all of the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations and trademark applications and all renewals, extensions and continuations of the foregoing (the "Trademarks"), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure, inter alia, the payment of all amounts owing under 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. Guaranty and Collateral Agreement. The Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Guaranty and Collateral Agreement, the Guaranty and Collateral Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders and (to the extent provided in the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in Grantor's entire right, title and interest in and to the following included in the Collateral, whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark listed on Schedule A 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 foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any trademark.

3. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

4. Counterparts. 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. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

[Signature Pages Follow]

(Signature Page to Trademark Security Agreement)

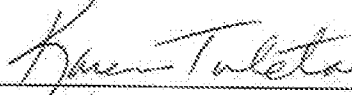
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GRANTOR:

BONADENT, LLC

a Delaware limited liability company

By: _____


Karen Tuleta

Vice President and Treasurer

VP/#58681461

TRADEMARK
REEL: 007906 FRAME: 0511

(Signature Page to Trademark Security Agreement)

Agreed and Accepted as of the Date First
Written Above

AGENT:



CIBC BANK USA, as Agent

By: 

Craig Panzica
Managing Director

SCHEDULE A

TRADEMARK REGISTRATIONS

Mark	Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
 American Made Restorations	BonaDent, LLC	77/779,860	3,754,275	July 13, 2009	March 2, 2010
ANTERIOR & COMPLEX CASE SPECIALISTS	BonaDent, LLC	86/352,238	4,783,649	July 30, 2014	July 28, 2015
Anterior Expert Shade System	BonaDent, LLC	85/682,900	4,576,427	July 20, 2012	July 29, 2014
BonaDent	BonaDent, LLC	85/610,415	4,257,598	April 27, 2012	December 11, 2012
 DANAREN Dental Laboratory	BonaDent, LLC	77/836,556	3,820,783	September 28, 2009	July 20, 2010
Filling in the Gaps	BonaDent, LLC	86/231,014	4,624,579	March 25, 2014	October 21, 2014
IronDentist	BonaDent, LLC	77/444,044	3,690,155	April 9, 2008	September 29, 2009
PRECIZION	BonaDent, LLC	86/392,914	4,930,191	September 12, 2014	April 5, 2016
STOP TAKING SHADES AND START TAKING PHOTOS	BonaDent, LLC	85/682,917	4,743,964	July 20, 2012	May 26, 2015

THE RIGHT FIT	BonaDent, LLC	78/880,599	3,438,165	May 10, 2006	May 27, 2008
WE MAKE BEAUTIFUL RESTORATIONS AFFORDABLE	BonaDent, LLC	77/836,565	3,787,267	September 28, 2009	May 11, 2010
Work With The Best!	BonaDent, LLC	85/610,497	4,257,604	April 27, 2012	December 11, 2012
Become An Anterior Expert	BonaDent, LLC	97617424	Not Registered	October 3, 2022	N/A
Anterior Expert Kit	BonaDent, LLC	97686136	Not Registered	November 21, 2022	N/A