

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM777834

<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>
Strategic Dental Executives, LLC		01/31/2022	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WHITE OAK HEALTHCARE FINANCE, LLC		
<b>Street Address:</b>	115 6th Ave.		
<b>Internal Address:</b>	15th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5369172	FAMILY SMILES	
<b>Registration Number:</b>	5370081	THE ULTIMATE SMILE SOLUTION DESIGN YOURP	
<b>Registration Number:</b>	4271864		
<b>Registration Number:</b>	4271865		
<b>Registration Number:</b>	4268264	SMILE MAGIC	
<b>Registration Number:</b>	6025496	BRIGHTLY ALIGNED	
<b>Registration Number:</b>	6187837	FIVE STAR COMPLIANCE PROGRAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>			
<b>Phone:</b>	7045032600		
<b>Email:</b>	msheehan@kslaw.com		
<b>Correspondent Name:</b>	King & Spalding LLP		
<b>Address Line 1:</b>	300 S. Tryon St., Ste 1700		
<b>Address Line 2:</b>	Attn: Moira Sheehan		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	24647.615025		

OP \$190.00 5369172

<b>NAME OF SUBMITTER:</b>	Moira Sheehan
<b>SIGNATURE:</b>	/s/ Moira Sheehan
<b>DATE SIGNED:</b>	01/03/2023
<b>Total Attachments: 6</b> source=CDP - Trademark Security Agreement [Executed]#page1.tif source=CDP - Trademark Security Agreement [Executed]#page2.tif source=CDP - Trademark Security Agreement [Executed]#page3.tif source=CDP - Trademark Security Agreement [Executed]#page4.tif source=CDP - Trademark Security Agreement [Executed]#page5.tif source=CDP - Trademark Security Agreement [Executed]#page6.tif	

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2022 (this "Trademark Security Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of White Oak Healthcare Finance, LLC, a Delaware limited liability company ("WOHCF"), as administrative agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lending Parties (as defined in the Loan Agreement referred to below).

WITNESSETH:

WHEREAS, STRATEGIC DENTAL EXECUTIVES, LLC, a Texas limited liability company, as the Borrower Representative, NATIONAL DENTAL PARTNERS, LLC, a Delaware corporation ("Parent"), certain other Subsidiaries of Parent and Borrowers that are listed as Borrowers and Guarantors thereunder, certain Lenders party thereto and Agent, as Administrative Agent for such Lenders have entered into a Revolving and Term Loan and Security Agreement dated as of December 10, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Loan Agreement"); and

WHEREAS, pursuant to Section 3.01 of the Loan Agreement the Grantors have granted to Agent, for the ratable benefit of the Lenders, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office (and any successor office and any similar office in any United States state).

NOW, THEREFORE, in consideration of the premises and for such other good and valuable consideration, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Lending Parties, and grants to Agent for the benefit of the Lending Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, notwithstanding anything herein to the contrary, such Grantor shall remain fully responsible for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses as reasonably determined by such Grantor subject to a security interest hereunder.

Section 5. Recordation. Each Grantor authorizes and requests that the commissioner for Trademarks record this Trademark Security Agreement.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. This Trademark Security Agreement may be delivered by facsimile transmission, by electronic mail, or by other electronic transmission, in portable document format (.pdf), or other electronic or facsimile format, and each such executed facsimile, .pdf, or other electronic record shall be considered an original executed counterpart for purposes of this Trademark Security Agreement. Each party to this Trademark Security Agreement (a) agrees that it will be bound by its own Electronic Signature (as such term is defined immediately below), (b) accepts the Electronic Signature of each other party to this Trademark Security Agreement, and (c) agrees that such Electronic Signatures shall be the legal equivalent of manual signatures. The term "Electronic Signature" means (i) the signing party's manual signature on a signature page, converted by the signing party (or its agent) to facsimile or digital form (such as a .pdf file) and received from the customary email address or customary facsimile number of the signing party (or its counsel or representative), or other mutually agreed-upon authenticated source; or (ii) the signing party's digital signature executed using a mutually agreed-upon digital signature service provider and digital signature process. The words "execution," "executed," "signed," "signature," and words of like import in this Section 6 shall, for the avoidance of doubt, be deemed to include Electronic Signatures and the use and keeping of records in electronic form, each of which shall have the same legal effect, validity and enforceability as manually executed signatures and the use of paper records and paper-based recordkeeping systems, 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, state laws based on the Uniform Electronic Transactions Act, the New York State Electronic Signatures and Records Act, or any other similar state law.

Section 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW

YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, OTHER THAN  
NEW YORK GENERAL OBLIGATIONS LAW 5-1401 AND 5-1402.

[SIGNATURE PAGES FOLLOW]

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

STRATEGIC DENTAL EXECUTIVES, LLC  
as Grantor

By: *Keneth A Kaufman*  
Name: Ken Kaufman  
Title: CFO

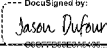
AMBROSE PEDIATRIC DENTISTRY LLC  
as Grantor

By: *John Ambrose*  
Name: John Ambrose  
Title: Owner

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

WHITE OAK HEALTHCARE FINANCE, LLC  
as Agent

By:  \_\_\_\_\_

Name: Jason Dufour

Title: Executive Vice President and Chief Credit Officer

[TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007936 FRAME: 0803**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<i>TRADEMARK</i>	<i>OWNER</i>	<i>SERIAL NO. / FILING DATE</i>	<i>REGISTRATION APP. #</i>	<i>REGISTRATION DATE</i>
FAMILY SMILES	Strategic Dental Executives, LLC	87468433/ May 30, 2017	5369172	January 2, 2018
	Strategic Dental Executives, LLC	87490226/ June 15, 2017	5370081	January 2, 2018
	Strategic Dental Executives, LLC	85629742/ May 18, 2012	4271864	January 8, 2013
	Strategic Dental Executives, LLC	85629747/ May 18, 2012	4271865	January 8, 2013
SMILE MAGIC	Strategic Dental Executives, LLC	85629731/ May 18, 2012	4268264	January 1, 2013
BRIGHTLY ALIGNED	Strategic Dental Executives, LLC	88379840/ April 11, 2019	6025496	March 31, 2020
FIVE STAR COMPLIANCE PROGRAM	Strategic Dental Executives, LLC	88490392/ June 26, 2019	6187837	November 3, 2020
Ambrose Pediatric Dentistry LLC Logo	Ambrose Pediatric Dentistry LLC	88767346/ January 21, 2020	6209195	December 1, 2020
"Ambrose Pediatric Dentistry" name	Ambrose Pediatric Dentistry LLC	88767318/ January 21, 2020	6209194	December 1, 2020