

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM777888

<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>
Liberty Dental Plan Corporation		01/03/2023	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CAPITAL ONE, NATIONAL ASSOCIATION, as Collateral Agent		
<b>Street Address:</b>	2 Bethesda Metro Center, Suite 1000		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6702833	BRUSH	
<b>Registration Number:</b>	6296288	L LIBERTY DENTAL PLAN	
<b>Registration Number:</b>	6246701	L	
<b>Registration Number:</b>	3573720	L LIBERTY DENTAL PLAN	
<b>Serial Number:</b>	97397337		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	3127646944		
<b>Email:</b>	TMaloney@KSLaw.com		
<b>Correspondent Name:</b>	Timothy Maloney		
<b>Address Line 1:</b>	110 North Wacker Drive, Suite 3800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	C/M# 17392.515249		
<b>NAME OF SUBMITTER:</b>	Timothy Maloney		
<b>SIGNATURE:</b>	/Timothy Maloney/		
<b>DATE SIGNED:</b>	01/03/2023		

CH \$140.00 6702833

**Total Attachments: 5**

source=Project Freedom - Trademark Security Agreement (Executed)#page1.tif

source=Project Freedom - Trademark Security Agreement (Executed)#page2.tif

source=Project Freedom - Trademark Security Agreement (Executed)#page3.tif

source=Project Freedom - Trademark Security Agreement (Executed)#page4.tif

source=Project Freedom - Trademark Security Agreement (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 3, 2023 (the “Agreement”), by and among Liberty Dental Plan Corporation, a Delaware corporation (the “Grantor”) and CAPITAL ONE, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (the “Collateral Agent”).

Reference is made to the Guarantee and Collateral Agreement dated as of January 3, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Grantors (as defined therein) and the Collateral Agent. The Secured Parties have agreed to extend credit PROJECT FREEDOM MERGER SUB, INC., a Delaware corporation (the “Initial Borrower”) and to LIBERTY DENTAL PLAN CORPORATION, a Delaware corporation (the “Borrower”), subject to the terms and conditions set forth in the Credit Agreement dated as of January 3, 2023 (as may be renewed, extended, amended, amended and restated, supplemented or otherwise modified from time to time (the “Credit Agreement”). The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Secured Parties to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and 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 the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

(a) 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 USPTO or any similar offices in any State of the United States or any other country or any political subdivision thereof (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark applications under applicable federal law), and all extensions or renewals thereof, including those listed on Schedule I (the “Trademarks”);

(b) all goodwill associated with or symbolized by the Trademarks;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, misuse or misappropriation with respect to any of the Trademarks, with the right, but not the obligation to sue for and collect or otherwise recover, such damages; and

(d) all proceeds, income, royalties and other payments now or hereafter due and payable to Grantor with respect to the Trademarks.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the payment in full of the Obligations (other than contingent indemnification obligations not then due and payable) and termination of the Collateral Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Borrower an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**LIBERTY DENTAL PLAN CORPORATION**

By:



.....  
Name: Amir Neshat

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007950 FRAME: 0912**

CAPITAL ONE, NATIONAL ASSOCIATION, as  
Collateral Agent


By:   
Name: Brian Dunn  
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007950 FRAME: 0913**

Schedule I

TRADEMARK/TRADE NAMES OWNED BY GRANTOR

	Serial Number	Registration Number	Filing Date; Registration Date	Mark	Current Owner of Record	Jurisdiction	Status
1.	90403454	6702833	12/22/2020; 4/12/2022	BRUSH	Liberty Dental Plan Corporation	United States	1A
2.	88645281	6296288	10/7/2019; 3/16/2021	L LIBERTY DENTAL PLAN	Liberty Dental Plan Corporation	United States	1A
3.	88645255	6246701	10/7/2019; 1/12/2021	L	Liberty Dental Plan Corporation	United States	1A
4.	77360593	3573720	12/27/2007; 2/10/2009	L LIBERTY DENTAL PLAN	Liberty Dental Plan Corporation	United States	1A
5.	97397337	None	5/5/2022		Liberty Dental Plan Corporation	United States	1A