

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM781067

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DCP Equity Partners LLC		01/13/2023	Limited Liability Company: DELAWARE
Birner Dental Management Services, Inc.		01/13/2023	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	KKR Loan Administration Services LLC, as Administrative Agent		
Street Address:	30 Hudson Yards		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3456906	DENTAL ONE	
Registration Number:	2206613	DENTALWORKS	
Registration Number:	5164753	ME BECOMES WE	
Registration Number:	3083495	PRECISION ORTHODONTICS	
Registration Number:	5522419	SMILE FEARLESSLY	
Registration Number:	3890929	DENTALONE PARTNERS	
Registration Number:	2994312	DENTISTRY'S BEST KEPT SECRET	
Registration Number:	5921256	SMILEIQ	
Registration Number:	5997375	SMILELOGIX	
Registration Number:	5257621	FLOSS:TOUCH	
Registration Number:	2072478	PERFECT TEETH	
Registration Number:	6696453	PERFECT TEETH	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	8004945225		

OP \$315.00 3456906

Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER: 1884077 TM

NAME OF SUBMITTER: Dahlia Gottlieb

SIGNATURE: /Dahlia Gottlieb/

DATE SIGNED: 01/17/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of January 13, 2023 (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 (i) the PDS Security Agreement Supplement (the “**PDS Security Agreement Supplement**”) dated as of the date hereof among each Grantor and the Administrative Agent, pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement and will grant a security interest to the Administrative Agent in the Trademark Collateral (as defined below), which supplements the PDS Security Agreement, dated as of August 18, 2021 (as supplemented by the Security Agreement Supplement, and as further amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors (as defined therein) party thereto and the Administrative Agent and (ii) the WDS Security Agreement Supplement (the “**WDS Security Agreement Supplement**”) dated as of the date hereof among each Grantor and the Administrative Agent, pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement and will grant a security interest to the Administrative Agent in the Trademark Collateral (as defined below), which supplements the WDS Security Agreement, dated as of August 18, 2021 (as supplemented by the Security Agreement Supplement, and as further amended, restated, supplemented or otherwise modified from time to time, the “**WDS Security Agreement**”, and together with the PDS Security Agreement, collectively, the “**Security Agreements**”), among the Grantors (as defined therein) party thereto and the Administrative Agent.

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 Agreements, as applicable, and used herein have the meaning given to them in the Security Agreements.

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;

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 Agreements, 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 Agreements, 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 Agreements, the provisions of the Security Agreements 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.

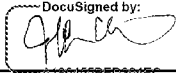
SECTION 7. COUNTERPARTS

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.

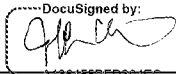
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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed by its duly authorized officer thereunto as of the date first written above.

DCP EQUITY PARTNERS LLC

By:  _____
Name: Jeff Miller
Title: Secretary

BIRNER DENTAL MANAGEMENT SERVICES, INC.

By:  _____
Name: Jeff Miller
Title: Secretary

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	Trademark	Registration No.	Registration Date
DCP Equity Partners LLC	DENTAL ONE	3,456,906	7/1/2008
DCP Equity Partners LLC	DENTALWORKS	2,206,613	12/1/1998
DCP Equity Partners LLC	ME BECOMES WE	5,164,753	3/21/2017
DCP Equity Partners LLC	PRECISION ORTHODONTICS	3,083,495	4/18/2006
DCP Equity Partners LLC	SMILE FEARLESSLY	5,522,419	7/24/2018
DCP Equity Partners LLC	DENTALONE PARTNERS	3,890,929	12/14/2010
DCP Equity Partners LLC	DENTISTRY'S BEST KEPT SECRET	2,994,312	9/13/2005
DCP Equity Partners LLC	SMILEIQ	5,921,256	11/26/2019
DCP Equity Partners LLC	SMILELOGIX	5,997,375	2/25/2020
DCP Equity Partners LLC	FLOSS-TOUCH	5,257,621	8/1/2017
Birner Dental Management Services, Inc.	PERFECT TEETH	2,072,478	6/17/1997
Birner Dental Management Services, Inc.	PERFECT TEETH & DESIGN	6,696,453	04/12/2022