

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM808306

<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>
Myerson, LLC		05/03/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Henry Schein, Inc.		
<b>Street Address:</b>	135 Duryea Road		
<b>City:</b>	Melville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11747		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97519956	TRUSANA	
<b>Serial Number:</b>	90555136	TRUSANA	
<b>Registration Number:</b>	3137236	DURACETAL	
<b>Registration Number:</b>	5216162	DENTIVERA	
<b>Registration Number:</b>	0729518	KENSON	
<b>Registration Number:</b>	1859425	PERMASOFT	
<b>Registration Number:</b>	3670575	VISICLEAR	
<b>Serial Number:</b>	97784655	TRUJETX3	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146673633		
<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>	3145526000		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Thompson Coburn LLP		
<b>Address Line 1:</b>	One US Bank Plaza		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>ATTORNEY DOCKET NUMBER:</b>	61691-224381		
<b>NAME OF SUBMITTER:</b>	Matthew J. Himich		

CH \$215.00 97519956

<b>SIGNATURE:</b>	/matthew j. himich/
<b>DATE SIGNED:</b>	05/05/2023
<b>Total Attachments: 10</b> source=Myerson_HSI - IP Security Agreement (Executed)#page1.tif source=Myerson_HSI - IP Security Agreement (Executed)#page2.tif source=Myerson_HSI - IP Security Agreement (Executed)#page3.tif source=Myerson_HSI - IP Security Agreement (Executed)#page4.tif source=Myerson_HSI - IP Security Agreement (Executed)#page5.tif source=Myerson_HSI - IP Security Agreement (Executed)#page6.tif source=Myerson_HSI - IP Security Agreement (Executed)#page7.tif source=Myerson_HSI - IP Security Agreement (Executed)#page8.tif source=Myerson_HSI - IP Security Agreement (Executed)#page9.tif source=Myerson_HSI - IP Security Agreement (Executed)#page10.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is made and entered into as of May 3, 2023, by and between Henry Schein, Inc. (“**Lender**”) and Myerson, LLC, a Delaware limited liability company (“**Borrower**”).

### W I T N E S S E T H:

WHEREAS, contemporaneously herewith, Lender is providing certain loans (the “**Loans**”) to Borrower pursuant to that certain Secured Convertible Loan Agreement of even date herewith by and between Lender and Borrower (as amended or restated from time to time, the “**Loan Agreement**”);

WHEREAS, pursuant to the Loan Agreement, Borrower granted to Lender a security interest and Lien in and to all of Borrower’s assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever; and

WHEREAS, Lender is willing to provide the Loans to Borrower, provided, among other things, Borrower execute and deliver this Agreement to Lender.

NOW, THEREFORE, in consideration of the Loans, the mutual promises and understandings of Borrowers and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower covenants unto and agrees with Lender as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms in this Agreement, including the Exhibits, which have an initial capital letter where not required by the rules of grammar, and which are not otherwise defined herein, are used herein as defined in the Loan Agreement.

2. **Security Interest in Intellectual Property.** To secure the full and timely payment and performance of the Obligations, Borrower hereby grants and conveys to Lender a security interest and Lien in and to all of Borrower’s right, title and interest in and to all of the following now owned or existing and hereafter acquired or arising (collectively the “**Intellectual Property Collateral**”):

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit “A”, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the “**Trademarks**”);

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "**Patents**");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "**Copyrights**"); and

D. the goodwill of Borrower's business connected with and symbolized by the Trademarks, Patents and Copyrights.

This Agreement is made for collateral purposes only. Borrower acknowledges and agrees that upon the occurrence and continuance of an Event of Default, and upon written notice to Borrower, the Intellectual Property Collateral shall be immediately conveyed to Lender without any further action by any party, and Lender shall have the power to use and/or sell the Intellectual Property Collateral, subject to those Liens permitted by Section 6.2 of the Loan Agreement to the extent they are entitled to priority as a matter of law. Borrower covenants and agrees to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interest and Lien in and to the Intellectual Property Collateral and to consummate the transactions contemplated by this Paragraph 2.

### 3. **Restrictions on Future Agreements.**

A. Borrower agrees that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement has been terminated, Borrower will not, without Lender's prior written consent, enter into any document, instrument or agreement which is inconsistent with Borrower's obligations under this Agreement. Borrower further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

B. Borrower hereby represents and warrants to Lender that Borrower has not granted any license to any Person other than Lender in connection with any of the Intellectual Property Collateral. Borrower hereby covenants unto Lender that until the Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement has been terminated,

Borrower shall not grant any license to any third party in connection with the Intellectual Property Collateral without Lender's prior written consent.

4. **New Trademarks, Patents and Copyrights.** Borrower represents and warrants that the Trademarks, Patents and Copyrights listed on Exhibits "A", "B" and "C" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, and applications therefor now owned by Borrower. If, prior to payment of the Obligations in full, Borrower shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, or application for copyright registration, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, or application for copyright registration, the provisions of Paragraph 2 above shall automatically apply thereto and Borrower shall provide Lender with immediate notice thereof. Borrower hereby authorizes Lender to modify this Agreement by amending Exhibits "A", "B" and "C" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, and applications for copyright registration.

5. **Royalties; Terms.** Borrower hereby agrees that the use by Lender of all Intellectual Property Collateral after an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Borrower. The security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents and Copyrights assigned hereunder, or (ii) the payment to Lender of the Obligations in full and the termination of the Loan Agreement.

6. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 6, 7 and 12 hereof, nothing contained herein shall be deemed to limit in any way Borrower's right to use the Trademarks, Patents or Copyrights or to grant to Lender any right to use the Trademarks, Patents or Copyrights prior to an Event of Default.

7. **Duties of Borrower.** Borrower shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all Intellectual Property Collateral. Any expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any Intellectual Property Collateral, without the consent of Lender.

8. **Lender's Right to Sue.** Upon an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of a Borrower to enforce the Trademarks, Patents and Copyrights. If Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 8.

9. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of an Event of Default shall not suspend, waive or affect any other Event of Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement and no Event of Default by Borrower shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrower specifying such suspension or waiver.

10. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

11. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

12. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Loan Agreement, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power, upon an Event of Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Agreement, the Loan Agreement, at law, in equity or otherwise, to (a) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Intellectual Property Collateral, (b) take any other actions with respect to the Intellectual Property Collateral as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Intellectual Property Collateral, to any person or entity. Borrower agrees to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Intellectual Property Collateral. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and all financing arrangements between Borrower and Lender have been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

13. **Binding Effect; Benefits.** This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

14. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

15. **Governing Law.** This Agreement shall be deemed to have been executed and delivered in New York, New York, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of New York.

16. **Recordation.** Borrower authorizes the United States Patent and Trademark Office and any other government officials to record and register this Intellectual Property Security Agreement upon request by Lender.

[Signature page follows.]

IN WITNESS WHEREOF, Borrower has executed this Agreement as of the date first set forth above.

MYERSON, LLC, as the Borrower

By: 

Name: Jim Swartout

Title: President



**ACCEPTANCE**

The undersigned accepts the foregoing Intellectual Property Security Agreement.

HENRY SCHEIN, INC., as the Lender

DocuSigned by:  
*Rita Acquafredda*  
By: \_\_\_\_\_  
Name: Rita Acquafredda  
Title: President, Global Dental Lab &  
Prosthetic Solutions

**EXHIBIT A**

**TO  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

**Trademarks and Trademark Registrations**

<b>Registrations:</b>			
<u>Company</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>
Myerson, LLC	<b>TRUSANA</b>	97519956	None yet available
Myerson, LLC	<b>TRUSANA</b>	90555136	None yet available
Myerson, LLC	<b>DURACETAL</b>	78628504	3137236
Myerson, LLC	<b>MYERSON DURAFLEX</b>	85015968	8727562
Myerson, LLC	<b>DENTIVERA</b>	86879483	5216162
Myerson, LLC	<b>KENSON</b>	72122325	729518
Myerson, LLC	<b>PERMASOFT</b>	74402715	1859425
Myerson, LLC	<b>VISICLEAR</b>	77497816	3670575
Myerson, LLC	<b>TRUJETX3</b>	97784655	None yet available

**EXHIBIT B**

**TO  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

**Patents and Patent Registrations**

None.

**EXHIBIT C**

**TO  
INTELLECTUAL PROPERTY  
SECURITY AGREEMENT**

**Copyrights and Copyright Applications**

None.